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

SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Permittee shall during the entire effective period of this Permit maintain in effect a license to sell liquor for consumption on the Space. The Port Authority may at any time on twenty-four (24) hours' notice revoke this Permit effective at the time specified in the notice if said liquor license is revoked, cancelled or suspended regardless of the fault of the Permittee, provided, however, that such revocation, cancellation or suspension of said liquor license is still in effect at the time of giving said notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 29
LIQUOR LICENSE
All Facilities
6/20/51

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AREAS USA EWR LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

AREAS USA EWR LLC

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

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

General

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

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

Special Endorsements

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

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 18, 2009 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class, full service sit-down restaurant, at the Terminal, using the trade name "Hamachi", serving fresh sushi, sushi rolls and hand rolls and directly-related Asian food items, a variety of non-alcoholic and alcoholic beverages, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for

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

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

2. (a) As used herein:

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

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

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

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than ‹Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

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

the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, of all gross receipts up to and of all gross receipts in excess of payable in monthly installments. Ex. 2.a.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of , on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. Ex. 2.a. Ex. 2.a.

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

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

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

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (b) of this Special Endorsement.

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

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

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

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the

monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

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

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

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

(b) April 4, 2010.

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

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

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

Special Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

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

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not,

without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

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

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

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

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

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

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

6. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein

contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

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

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

withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

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

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

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

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

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

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

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

7. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the

Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

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

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

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

11. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Thirty-seven Thousand Five Hundred Dollars and No Cents ($37,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the

banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

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

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

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

13. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of

the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

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

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

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

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

14. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit a contract of absolute and

unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be executed by AREAS USA, INC., a corporation under the laws of the State of Florida with a business address at 5301 Blue Lagoon Drive, Suite 690, Miami, Florida 33126, in favor of the Port Authority and shall constitute part of the security deposit of the Permittee. The above-named guarantor, expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

OAC
For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

I, Thomas F. Moynihan, declare as follows:

1. My name is Thomas F. Moynihan, and I am employed by Brookstone Company, Inc. ("Brookstone") in the position of Vice President, Chief Financial Officer and have direct oversight over and responsibility for Brookstone's Real Estate department. I joined Brookstone in June of 1994 and have been in my current position since January 2011.

2. Brookstone is the sole owner and direct parent corporation of Brookstone Stores, Inc. ("Tenant") which entered into that certain Newark Liberty International Airport Sublease with Continental Airlines, Inc. on December 18, 2009 for Space 99A in Terminal C of the Newark Liberty International Airport to which this Declaration is attached and incorporated therein (the "Sublease").

3. Based upon the results of my reasonable due diligence including but not limited to speaking with relevant personnel, neither Brookstone nor any of its wholly-owned subsidiaries, including Tenant, has been approached by any labor organization (as defined by 29 U.S.C. §152(5)) at any point in time. No employee of Brookstone or Tenant has voiced a desire or interest in joining and/or forming a labor organization or a chapter of a labor organization to the management of Brookstone or Tenant.

4. Since no labor organization exists with whom Brookstone and/or Tenant has any relationship or prior contact, neither Brookstone nor Tenant is in a position to enter into a labor peace agreement with any labor organization.

5. Brookstone believes and avers that the submission of this Declaration is adequate and sufficient to demonstrate Tenant's compliance with the labor harmony clause of the Sublease and the policies of the Port Authority of New York and New Jersey as such policies exist as of the executions of this Declaration and the Sublease.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 12 day of ~~October, 2011~~ April 2012.

Thomas F. Moynihan
Vice President, Chief Financial Officer

LEGAL APPROVAL

Brookstone One Innovation Way | Merrimack, NH 03054 | 603.880.9500

April 12, 2012

Odete Cunha
Newark Liberty International Airport
Building One - Conrad Road
Newark, New Jersey 07114

RE: EWR C - Brookstone 99A - ANC-127

Dear Ms. Cunha,

Enclosed please find the original letter you requested for the above location. If you have require anything else, please feel free to call me at (603)560-8192.

Sincerely,

Trish Wilkinson
Lease Analyst

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-127 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** BROOKSTONE STORES, INC., a corporation organized under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 1 Innovation Way
   Merrimack, New Hampshire 03054-4873
4. **PERMITTEE'S REPRESENTATIVE:** Thomas F. Moynihan
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 18, 2009
8. **EXPIRATION DATE:** the later of March 31, 2015 or the day preceding the fifth (5th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of December 18, 2009

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of December 18, 2009

By _____

Print Name Gavin Molloy
(Title) MD - Airport Affairs
12/6/2011

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

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

BROOKSTONE STORES, INC,
Permittee

By _____
Print Name Thomas F. Moynihan

(Title) V President - CFO

LEGAL APPROVAL

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

MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority for the purpose of conducting such audit and examination.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Endorsements

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

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 18, 2009 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "Brookstone", providing for the sale at retail of: quality gifts and accessories, including items appearing from time to time in "Brookstone" catalogs or other "Brookstone" stores, furnishings, electronics, DVDs, CDs, housewares, cookware, gadgets, and tools, and for no other purpose whatsoever other than as set forth above in this paragraph.

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

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

2. (a) As used herein:

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

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

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

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. , which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

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

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

(v) "Percentage Rent" shall mean, for the first two annual periods (i.e., February 17, 2010 through February 16, 2012), (1)) of all gross receipts up to and (2) of all gross receipts in excess of Ex. 2.a. ; and for the third annual period and each annual period thereafter for the balance of the period of permission (i.e., February 17, 2012 through February 16, 2013 and each annual period thereafter), (1) of all gross receipts up to Ex. 2.a. and (2)) of all gross receipts in excess of payable in monthly installments.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. Ex. 2.a., on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

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

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

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

behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

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

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

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

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

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

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

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

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

(b) March 8, 2010.

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

Special Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

Special Endorsements

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

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

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

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

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or

endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

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

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

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

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

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or

privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

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

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

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

Special Endorsements

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

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

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

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

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

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

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

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

and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

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

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

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Nineteen Thousand Dollars and No Cents ($119,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. ~~If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law.~~ Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of

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the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is 02-0482513 for the purposes of this Special Endorsement.

(c) Provided the ^ has not been in default (i) under this Permit beyond any * applicable notice and cure period, nor (ii) under its Sublease dated December 18, 2009 with Continental Airlines, Inc., beyond any applicable notice and cure period, during the first twelve (12) months following the Rent Commencement Date, the Permittee ~~acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a)~~. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

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

14. Labor Harmony at the Airport

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of

* the Security Deposit to an amount equal to nine (9) months of the Guaranteed Rent. The decision to reduce the amount of the Security Deposit shall be subject to the Port Authority's determination in its sole and absolute discretion.

the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

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

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

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

Special Endorsements

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

Initialed:

For the Port Authority

For the Permittee

For the Airline

~~EXHIBIT X~~

INITIAL

~~EVIDENCE OF SIGNED LABOR PEACE AGREEMENT~~

~~Brookstone Stores, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations~~.

~~FOR THE COMPANY~~:

~~BROOKSTONE STORES, INC,~~

BY:_____

DATE:_____

~~FOR THE UNION~~:

~~[Insert Name of Labor Organization]~~

BY:_____

DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

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

General

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

Initialed:

For the Port Authority

For the Permittee

For the Airline

Form P - Privilege, All Facilities
12/4/73 : ANC-152 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** DUFRY NEWARK, INC, a company organized under the laws of the State of Delaware.
3. **PERMITTEE'S ADDRESS:** 1160 McLester St. Unit #5, Elizabeth, NewJersey 07201
4. **PERMITTEE'S REPRESENTATIVE:** Jose Gonzalez
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 22, 2009
8. **EXPIRATION DATE:** Concourse C-1 and C-2 Spaces: March 30, 2013, subject to Special Endorsement No. 16 of the Permit, and Concourse C-3 Space: April 30, 2017 or the seventh (7th) anniversary of the Rent Commencement Date, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28 and Exhibit X, Schedule G, and Specials

Dated: As of December 22, 2009

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
As of December 22, 2009

By Kate Gebo

Print Name Kate Gebo

(Title) Vice President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

David Kagan

(Title) Assistant Director
~~Business, Properties & Airport Development~~

DUFRY NEWARK, INC
Permittee

By _____

Print Name Joseph G. Shill

(Title) President

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

OAC

LLF/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign

or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

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

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

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

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

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

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

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

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

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

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

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the

Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

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

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

13. As used herein:

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

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

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

given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

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

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

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

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

of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority for the purpose of conducting such audit and examination.

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

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

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

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

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

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

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

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

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

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

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL ENDORSMENTS

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

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 22, 2009 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class retail concessions providing for the sale at retail of duty free items (to international flight customers) and duty paid items (to domestic flight customers) as follows: perfumes, cosmetics, branded alcohol and spirits, tobacco products and confections , and such other related products as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

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

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

2. (a) As used herein:

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

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

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

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

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

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

(v) "Annual Exemption Amount" shall mean the sum of Ex. 2.a. as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

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

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

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share

(whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) "Percentage Rent" shall mean the following: (i) of all gross receipts up to , (ii) of all gross receipts in excess of and (iii) of all gross receipts in excess of

Ex. 2.a.

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

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

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

annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

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

(f) The Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

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

SPECIAL ENDORSMENTS

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

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

(b) For Concourse C-1 and C-2 Spaces: April 14, 2010, for the Concourse C-3 Space: April 18, 2010,

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

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

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

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder

which shall have accrued on or prior to the effective date of revocation or termination."

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

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

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

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

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

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of

any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefore, including but not limited to the obligations of indemnification, repair and replacement."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such

storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

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

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

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

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

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

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

SPECIAL ENDORSMENTS

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

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

11. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Two Million Five Hundred Thousand Dollars and No Cents ($2,500,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any

such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

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

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

12. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

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

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation

and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

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

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

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

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

14. Labor Harmony at the Airport

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

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

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

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

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

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

SPECIAL ENDORSMENTS

16. The Expiration Date of this Permit shall be (a) Concourse C-I and C-2 Spaces: March 30, 2013; provided, however, that if the term of the letting of Concourses C-1 and C-2 to the Airline under the Airline Lease is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day prior to the expiration date of the term of the letting of Concourses C-1 and C-2, as extended; or (ii) the seventh (7th) anniversary of the Rent Commencement Date. (b) Concourse C-3 Space: April 30, 2017 or the seventh (7th) anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

Initialed:

OAK
For the Port Authority

For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Dufry Newark, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

DUFRY NEWARK, INC.

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

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

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

Qualification as an ACDBE

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

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

individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria

established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

Initialed:

OAC
For the Port Authority

For the Permittee

KG
For the Airline

Form F - Privilege, All Facilities **:For Port Authority Use Only :**

: ANC-179 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** Newark Food Management LLC, a limited liability company of the State of New Jersey.
3. **PERMITTEE'S ADDRESS:** 11 Holly Lane
   Plainview, New York 11803
4. **PERMITTEE'S REPRESENTATIVE:** Steven Borocas
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** May 28, 2010
8. **EXPIRATION DATE:** September 30, 2015 unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of May 28, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of May 28, 2009

By _____
Print Name Gavin Molloy
(Title) Managing Director Airport Affairs

Consented and Agreed to by
Mohmed Shah, Guarantor
as of May 28, 2010

By _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Print Name David Kagan
(Title) Assistant Director Business, Properties & Airport Development

NEWARK FOOD MANAGEMENT LLC., d/b/a BROOKLYN NATIONAL DELI Permittee

By _____
Print Name Morris Goldan
(Title) Member/Manager

Consented and Agreed to by
Morris Goldman, Guarantor
as of May 28, 2010

By

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

MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority for the purpose of conducting such audit and examination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE

Policy		Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability: For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$

(d) Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(e) "Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

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

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

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

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

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

form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

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

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

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

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

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

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

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

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

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

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

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

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

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

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Newark Food Management (the "Company") has complied with board Resolution "All airports-Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE UNION:

Local 1102 RWDSU UFCW

Frank S. Bail, President

DATE: 6/7/2010

FOR THE COMPANY:

Newark Food Management

Steven Barocas

DATE: 6/8/2010

Special Endorsements

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

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of May 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class, food and beverage deli-style concession, at the Terminal, using the trade name "Brooklyn National Deli", serving breakfast, lunch, and dinner items and a wide variety of non-alcoholic beverages, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for

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

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

2. (a) As used herein:

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

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

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

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

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

the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period

Ex. 2.a.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

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

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

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

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (b) of this Special Endorsement.

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

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

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

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the

monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

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

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

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

(b) May 28, 2010.

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

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

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

Special Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall be specifically endorsed to provide that the

insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

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

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

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

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

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

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

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or

privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

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

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

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

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

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

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

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

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

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

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

8. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights

and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

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

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

11. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Forty-Five Thousand Dollars and No Cents ($145,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of

the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

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

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

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

13. Labor Harmony at the Airport

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of Ex. 2.a. of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

Special Endorsements

16. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit two separate contracts of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contracts of Guaranty shall be executed by each of Mohamed Shah and Morris Goldman, in favor of the Port Authority, and shall constitute part of the security deposit of the Permittee. The above-named guarantors expressly agree that, with regard to its Guaranty, the term "Sublease" shall be deemed also to include this Permit and accordingly, such contracts of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

Initialed:

For the Port Authority

For the Permittee

For the Airline

For the Guarantor

For the Guarantor

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

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

General

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

Initialed:

OAC
For the Port Authority

For the Permittee

For the Airline

For the Guarantor

For the Guarantor

: For Port Authority Use Only :
: :
:Permit Number: ANC-183 :

NEWARK LIBERTY INTERNATIONAL AIRPORT
PRIVILEGE PERMIT

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

1. **PERMITTEE:** SPIN PCS, INC., d/b/a GADGET EXPRESS a(n) corporation organized under the laws of the State of New York.

2. **PERMITTEE'S ADDRESS:** 40 Woodbrige Avenue, Suite 201
Sewaren, New Jersey 07077

3. **PERMITTEE'S REPRESENTATIVE:** Suhad Kazma

4. **PRIVILEGE:** To provide retail consumer electronics concession services on Permitted Areas of the Airport to Approved Aircraft Operators or other Persons at the Airport, as such Approved Aircraft Operators and/or Persons may be approved in writing in advance by the Port Authority (the "Authorized Service"), and for no other purpose or purposes whatsoever.

5. **FEES:** As set forth in the Special Endorsements and for no other purpose or purposes whatsoever.

6. **EFFECTIVE DATE:** May 4, 2010

7. **EXPIRATION DATE:** March 30, 2013, unless sooner revoked or terminated as herein provided.

8. **REQUIRED SECURITY DEPOSIT:** $45,000.00

9. **INSURANCE REQUIREMENTS:** $2,000,000.00 minimum limit Commercial General Liability
N/A Automobile Liability

10. **ENDORSEMENTS:** Special Endorsements 4.1, 4.5 Exhibit X and Schedule G.

Dated: As of May 4, 2010
Consented and Agreed to
CONTINENTAL AIRLINES, INC.,
By Kate Gebo
Name Kate Gebo
(Please Print Clearly)
(Title) VP CRE

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
By
Name Ronald De Rose
(Please Print Clearly)
(Title) Asst Director, CCAS

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

SPC

SPIN PCS, INC., d/b/a GADGET EXPRESS, Permittee
By
Name Suhad Kazma
(Please Print Clearly)
(Title) President

TERMS AND CONDITIONS

1. Definitions:

The following terms, when and if used in this Permit, shall have the respective meanings given below:

(a) "*Air Cargo*" shall mean cargo transported to or from the Airport by aircraft owned or operated by an Approved Aircraft Operator.

(b) "*Aircraft Operator*" shall mean (a) a Person owning one or more aircraft which are not leased or chartered to any other Person for operation, and (b) a Person to whom one or more aircraft are leased or chartered for operation - whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said term shall not mean the pilot of an aircraft unless he is also the owner or lessee thereof or a Person to whom it is chartered.

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

(d) "*Approved Aircraft Operator*" shall mean an Aircraft Operator which the General Manager of the Airport has authorized to conduct its aircraft operations at the Airport and if such Aircraft Operator is subleasing or subusing space, or has a ground handling agreement or other agreement at the Airport with an Aircraft Operator, a lessee or other Person at the Airport which requires the consent of the Port Authority, each such subleasing, subuse, ground handling agreement or other agreement has been consented to in writing by the Port Authority.

(e) "*Basic Lease*" shall mean the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex, on October 30, 1947, in Book E-110 of Deeds, at pages 242, et seq.

(f) "*Basic Percentage Fee*" shall have the meaning given such term in Section 4(a)(i) hereof.

(g) "*Cargo Aircraft*" shall mean aircraft engaged solely and exclusively in the carriage of Air Cargo.

(h) "*Cargo Handling and Ramp Service*" shall mean all or any of the following services for or in connection with Air Cargo:

(i) representation and accommodation;

(ii) load control and communications;

(iii) unit load device control, handling and administration in connection with Cargo Aircraft;

(iv) flight operations and crew administration in connection with Cargo Aircraft, including but not limited to obtaining and providing meteorological reports, briefing and debriefing flight crews, preparing and filing flight plans, dispatching and receiving messages in connection with flight and ground operations, maintaining station logs and filing necessary reports with governmental agencies, preparing weight and balance plans, maintaining flight watch and arranging hotel accommodations for flight crews;

(v) pickup and delivery of Air Cargo, air express and mail to and from appropriate locations (allowed or designated from time to time by the Port Authority for such pickup and delivery) on the Airport;

(vi) preparation of documentation associated with Air Cargo, including but not limited to cargo manifests, airway bills and customs clearance documentation;

(vii) distribution of Air Cargo;

(viii) reception of Air Cargo to be shipped from the Airport;

(ix) temporary warehousing, sorting and storage of Air Cargo;

(x) supervision and administration;

(xi) courier services;

(xii) guiding Cargo Aircraft in and out of gate or loading or unloading positions and parking Cargo Aircraft;

(xiii) providing, positioning/removing, and operating appropriate units for engine starting for Cargo Aircraft;

(xiv) furnishing and placing in position and thereafter removing the necessary and appropriate steps, stands and power equipment for the safe and efficient loading and unloading of crew members and other persons, ballast, potable water, mail, air express, Air Cargo and supplies onto and from aircraft and trucks, and performing such loading and unloading and reporting irregularities;

(xv) providing a fire guard equipped with the necessary and appropriate fire fighting equipment for Cargo Aircraft;

(xvi) towing of Cargo Aircraft;

(xvii) ramp control tower services for Cargo Aircraft;

(xviii) Cargo Aircraft servicing, including interior and exterior cleaning, the removal and disposal of aircraft waste material and providing water service, cooling and heating, and toilet service;

(xix) conversion operations and services consisting of the removal of seats from convertible-type aircraft, so as to convert the same to Cargo Aircraft, and from Cargo Aircraft to Passenger Aircraft by the installation of seats;

(xx) ramp area cleaning;

(xxi) Gateside Aircraft Maintenance of Cargo Aircraft, it being specifically understood, however, that Routine and Non-routine Aircraft Maintenance, as distinguished from Gateside Aircraft Maintenance, is hereby prohibited unless expressly provided for hereunder;

(xxii) mobile fueling, on the Permittee's own account, for automotive and other ramp equipment using mobile tender vehicles or other equipment as may be approved from time to time by the General Manager of the Airport;

(xxiii) the rental, on the Permittee's own account, of ground service equipment, vehicles and parts and of ramp equipment, vehicles and parts to Approved Aircraft Operators at the Airport and the provision, on the Permittee's own account, of a maintenance and/or management service for ground service equipment, vehicles and parts and ramp equipment, vehicles and parts owned or operated by Approved Aircraft Operators at the Airport;

(xxiv) deicing to the exterior of aircraft of Approved Aircraft Operators at such locations on the Airport as may from time to time be designated by the General Manager of the Airport;

(xxv) triturator operations and maintenance;

(xxvi) snow removal; and

(xxvii) security services for and in connection with Air Cargo and Cargo Aircraft.

(i) "*City*" shall mean the City of Newark.

(j) "*Cleaning Service*" shall mean all or any of the following services:

(i) the cleaning, repairing and installing of upholstery, carpeting and curtains in aircraft and linens used on aircraft;

(ii) the complete interior and exterior cleaning of aircraft, the removal and disposal of waste material and providing water service, cooling and heating, and toilet service;

(iii) conversion operations and services consisting of the removal of seats from convertible-type aircraft so as to convert the same to Cargo Aircraft and from Cargo Aircraft to Passenger Aircraft by installation of seats;

(iv) ramp area cleaning services;

(v) exterior surface cleaning services; and

(vi) the rental, on the Permittee's own account, of ground service equipment, vehicles and parts and of ramp equipment, vehicles and parts to Approved Aircraft Operators at the Airport and the provision, on the Permittee's own account, of a maintenance and/or management service for ground service equipment, vehicles and parts and ramp equipment, vehicles and parts owned or operated by Approved Aircraft Operators at the Airport.

(k) "*Effective Date*" shall mean that date appearing in Item 6 on the first page of this Permit as the same may be modified pursuant to the provisions of Section 2(a) hereof.

(l) "*Environmental Requirement*" shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that

there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist; and

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public.

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

(n) "*Gateside Aircraft Maintenance*" shall mean such emergency transit and turnaround maintenance performed on the aircraft of an Aircraft Operator as may be performed in the time such aircraft is permitted to be and remain at the aircraft gate position or hardstand at which such maintenance is to be performed and which is performed by or required by law, rule or regulation to be performed by or under the supervision of a licensed aircraft mechanic or other person specifically licensed, certified or approved by governmental authority having jurisdiction, including the rental or equipment and tools in the connection therewith. It is specifically understood that the performance of any other aircraft maintenance, including but not limited to Routine and Non-routine Aircraft Maintenance, is hereby prohibited unless expressly provided for hereunder.

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

(p) "*Gross Receipts*" shall mean all amounts, monies, revenues, receipts and income of every type paid or payable to the Permittee for sales made and for services rendered at or from the Airport, regardless of when or where the order therefor is received, and outside the Airport, if the order therefor is received at the Airport, and any other amounts, monies, revenues, receipts and income of any type arising out of or in connection with the Authorized Service, provided, however, there shall be excluded from Gross Receipts any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the

Permittee. The Permittee's Recovery Fee, as hereinafter defined, if any, shall be included within Gross Receipts and shall be subject to the fees set forth under Section 4 of this Permit.

(q) "*Hazardous Substance*" shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(r) "*In-Terminal Handling Service*" shall mean all or any of the following services for or in connection with passengers of Passenger Aircraft:

(i) furnishing interpreters for the assistance of non-English-speaking passengers;

(ii) inbound and outbound passenger baggage handling services, including but not limited to checking, weighing, handling and storage of aircraft baggage;

(iii) selling of tickets for air transportation;

(iv) checking in and boarding aircraft passengers;

(v) porter service for passenger baggage;

(vi) passenger assistance, passenger information service, flight information and public address paging and announcements;

(vii) supervisory and administrative functions on behalf of Approved Aircraft Operators in conjunction with the Permittee's performance of the other activities constituting a part of the In-Terminal Handling Service;

(viii) the arrangement of ground transportation of crew, passengers and baggage;

(ix) handicapped services;

(x) security and pre-board screening;

(xi) building janitorial and maintenance; and

(xii) lounge hosting services.

(s) "*Passenger Aircraft*" shall mean aircraft owned or operated by an Approved Aircraft Operator engaged primarily in the transportation of passengers by aircraft to and from the Airport.

(t) "*Passenger Ramp Service*" shall mean all or any of the following services for or in connection with Passenger Aircraft:

(i) representation and accommodation;

(ii) load control and communications on ramp;

(iii) unit load device control, handling and administration;

(iv) baggage handling and sorting, including delivering baggage to and from Passenger Aircraft and to and from baggage facilities, provided, however, no permission is hereby given for the Permittee to deliver baggage from one terminal to another unless they are part of the same premises; sorting baggage in baggage makeup facilities; and delivering baggage to and from interline system permittees;

(v) guiding Passenger Aircraft in and out of gates or loading and unloading positions and parking Passenger Aircraft;

(vi) furnishing and placing in position and thereafter removing the necessary and appropriate steps, stands and power equipment for the safe and efficient loading and unloading of crew, passengers, baggage, ballast, potable water, mail, air express, Air Cargo and supplies from and onto Passenger Aircraft and trucks, and perform such loading and unloading and reporting irregularities;

(vii) deicing to the exterior of aircraft of Approved Aircraft Operators at such locations on the Airport as may from time to time be designated by the General Manager of the Airport;

(viii) providing, positioning/removing, and operating appropriate units for engine starting;

(ix) providing a fire guard equipped with the necessary and appropriate fire fighting equipment;

(x) towing of Passenger Aircraft;

(xi) ramp control tower services for Passenger Aircraft;

(xii) Passenger Aircraft servicing, including exterior and interior cleaning, the removal and disposal of aircraft waste material and providing water service, cooling and heating, toilet service, and rearranging cabin equipment;

(xiii) ramp area cleaning;

(xiv) mobile fueling on the Permittee's own account for automotive and other ramp equipment using mobile tender vehicles or other equipment as may be approved from time to time by the General Manager of the Airport;

(xv) Gateside Aircraft Maintenance of Passenger Aircraft, it being specifically understood, however, that Routine and Non–routine Aircraft Maintenance, as distinguished from Gateside Aircraft Maintenance, is hereby prohibited unless expressly provided for hereunder;

(xvi) flight operations and crew administration including but not limited to obtaining and providing meteorological reports, briefing and debriefing flight crews, preparing and filing flight plans, dispatching and receiving messages in connection with flight and ground operations, maintaining station logs and filing necessary reports with governmental agencies, preparing weight and balance plans, maintaining flight watch and arranging hotel accommodations for flight crews;

(xvii) ramp transportation for crew, passengers and baggage;

(xviii) supervisory and administrative functions on behalf of Approved Aircraft Operators of Passenger Aircraft;

(xix) the rental, on the Permittee's own account, of ground service equipment, vehicles and parts and of ramp equipment, vehicles and parts to Approved Aircraft Operators at the Airport, and the provision, on the Permittee's own account, of a maintenance and/or management service for ground service equipment, vehicles and parts and ramp equipment, vehicles and parts owned or operated by Approved Aircraft Operators at the Airport;

(xx) catering liaison and administration;

(xxi) triturator operations and maintenance;

(xxii) snow removal; and

(xxiii) security services for passengers and baggage, cargo and mail, catering, and on aircraft, ramp and other designated areas.

(u) "*Permitted Areas*" shall mean with respect to the Authorized Service the following areas of the Airport and only such areas:

(i) those areas where the Permittee is authorized pursuant to a separate lease, permit or other written agreement (other than this Permit) with the Port Authority to provide such Authorized Service;

(ii) any area which pursuant to a written agreement the Port Authority has either leased to a third Person or has otherwise permitted a third Person to use and occupy and where (x) the Permittee performs such Authorized Service on such area for such Person or has obtained permission from such Person to perform such Authorized Service for an Approved Aircraft Operator on such area and (y) the performance of such Authorized Service for such Approved Aircraft Operator on such area is permitted by a written agreement with the Port Authority covering such area; or

(iii) such areas as may hereafter be designated in writing by the Port Authority for the performance of such privileges by the Permittee, it being understood and agreed that the Port Authority shall have the right at any time and from time to time to revoke, cancel, change or alter any such designation.

(v) "*Permittee's Recovery Fee*" shall mean any surcharge or other amount that the Permittee may separately state and charge its customers to recover the fee, or portion thereof, payable under this Permit.

(w) "*Person*" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

(x) "*Routine and Non-routine Aircraft Maintenance*" shall mean all work including but not limited to the inspection, maintenance, servicing, testing, overhaul, cleaning, conversion, repair and installation of parts and supplies on aircraft and on aircraft parts of Approved Aircraft Operators performed by or required by law, rule or regulation to be performed by or under the supervision of a licensed aircraft mechanic or other person specially licensed, certified or approved by governmental authority, including the rental of tools and equipment in connection therewith.

2. Effective Date, Termination and Revocation:

(a) The permission hereby granted shall take effect upon the Effective Date. Notwithstanding Item 6 appearing on the first page of this Permit, the Effective Date of this Permit shall be that date the Permittee commenced any of the activities permitted by this Permit. The Permittee in executing this Permit represents that the Effective Date appearing in Item 6 on

the first page of this Permit is the date the Permittee commenced any of the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced any of the activities permitted by this Permit prior to said effective date, the Effective Date of this Permit shall be the date the Permittee commenced any of the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including without limitation the Permittee's indemnity obligations and obligations to pay fees.

(b) Notwithstanding any other term or condition hereof, the permission hereby granted may be revoked without cause upon thirty (30) days' written notice by the Port Authority, or terminated without cause upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice by the Port Authority if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth.

(c) In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

(d) For the purposes of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement:

(i) a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit;

(ii) any act or omission of the Permittee or any other occurrence which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; or

(iii) any suspension of or failure to proceed with any part of the privileges to be performed by the Permittee which makes it improbable at the time that it will be able to keep,

perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.

(e) (i) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee at the Airport or against any operations of the Permittee under this Permit, whether or not the same is due to the fault of the Permittee and whether or not caused by the employees of the Permittee, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in curtailment or diminution of the privileges to be performed hereunder by the Permittee or to interfere with or affect the operation of the Airport by the Port Authority or to interfere with or affect the operations of lessees, licensees, permittees or other users of the Airport, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Permittee under this Permit and/or to revoke this Permit.

(ii) In the event the Port Authority exercises its right to revoke this Permit, as aforesaid, it shall do so by twenty-four (24) hours' written notice to the Permittee, effective as of the time specified in the notice. The exercise by the Port Authority of its right of suspension shall not waive or affect or be deemed to waive or affect the right of revocation.

(iii) Prior to the exercise of the right of suspension by the Port Authority, it shall give the Permittee notice thereof, which notice may be oral. The Permittee shall not perform its operations authorized by this Permit during the period of the suspension. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured and the Permittee shall notify the Port Authority of such cessation or cure.

(iv) The rights of suspension and revocation as hereinbefore set forth may be exercised by the Port Authority prior to the Effective Date set forth in Item 6 on the first page of this Permit. No exercise by the Port Authority of its rights granted to it in paragraph (e) of this Section shall be deemed to be a waiver of any other rights of revocation contained in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

(f) No revocation or termination of the permission hereunder shall relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(g) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Exercise of Rights:

(a) The rights granted hereby shall be exercised

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

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

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

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of its employees, and

(v) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers, and employees;

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

(b) No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under the Basic Lease.

(c) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.

(d) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority with respect to any personal property, such as but not limited to, aircraft cargo or baggage, owned and/or handled by the Permittee any duty or obligation whatsoever. The Permittee expressly agrees that the Port Authority shall have no liability with

respect to any aircraft cargo or baggage or any other property of the Permittee or of any other Person left anywhere on the Airport.

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

(f) Nothing contained in this Permit shall constitute permission to the Permittee to park or store equipment or personal property at any location or area at the Airport.

(g) The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than that specifically provided herein. Without limiting the generality of the foregoing and notwithstanding anything else in this Permit to the contrary, the Permittee is expressly prohibited hereunder from performing ground transportation, fueling of aircraft and the selling and delivery of in-flight meals.

(h) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute a violation or breach of the permission herein granted.

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

(j) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

4. Fees:

(a) (i) The Permittee agrees to pay to the Port Authority, at the times set forth in and in accordance with paragraph (a)(ii) below, a percentage fee (the "*Basic Percentage Fee*") equal to five percent (5%) (as the same may be increased pursuant to paragraph (k) below) of Gross Receipts.

(ii) Gross Receipts shall be reported and the Basic Percentage Fee shall be paid to the Port Authority by the Permittee as follows: On or before the twentieth (20th) day of the first month following the month in which the Effective Date falls and on the twentieth (20th) day of each and every calendar month thereafter during the period that this Permit is in effect and including the calendar month in which this Permit ceases to be in effect, the Permittee shall render to the Port Authority a monthly statement sworn to by a responsible executive or fiscal officer of the Permittee showing all of the Gross Receipts for the preceding month (the "Monthly

Sworn Statement of Gross Receipts"). Each of the said statements shall also show the cumulative Gross Receipts from the Effective Date (or the most recent anniversary thereof) through the last day of the preceding month. At the same time each of the said statements is rendered to the Port Authority, the Permittee shall pay to the Port Authority an amount equal to five percent (5%) applied to the Gross Receipts for the preceding calendar month. In addition to the foregoing, on the twentieth (20th) day of the first month following each anniversary of the Effective Date the Permittee shall submit to the Port Authority a statement setting forth the cumulative totals of the Gross Receipts for the entire preceding twelve (12) month period certified, at the Permittee's expense, by a certified public accountant or a responsible executive or fiscal officer of the Permittee ("Annual Statement of Gross Receipts"). In addition to the foregoing, within twenty (20) days after the expiration, termination, revocation or cancellation of this Permit, the Permittee shall render to the Port Authority a sworn statement certified, at the Permittee's expense, by a certified public accountant of all Gross Receipts during the period from the last preceding anniversary of the Effective Date up to and including the last day this Permit shall be in effect and the Permittee shall, at the time of rendering such statement to the Port Authority, pay the Basic Percentage Fee due and unpaid as of the last day this Permit shall be in effect. The Permittee shall give the name and position of the responsible executive or fiscal officer designated under this paragraph to submit Monthly Sworn Statement and Annual Statement of Gross Receipts, ten (10) business days prior to the submission of the first such statement by the designee of the Permittee, so that the Port Authority may determine whether it will accept such designation. The designation shall be submitted to the Manager of Properties for the Airport. If such timely notice is not given to the Port Authority, the Permittee shall submit such statement to the Port Authority in a form executed by a certified public accountant.

(b) All statements to be submitted to the Port Authority pursuant to this Section and all payments made under this Permit shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1556
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA number: 031201360
Account number: 5950011675

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) There shall be excluded from Gross Receipts any sum paid or payable to the Permittee for the following, provided said sum is separately stated to and paid by the customer:

(i) handicapped services;

(ii) security services;

(iii) lost and found baggage services;

(iv) snow removal services;

(v) ground transportation of employees; and

(vi) building janitorial and maintenance services,

provided further, however, the Permittee acknowledges and agrees that the Port Authority does and shall continue to have the right at any time and from time to time to withdraw the foregoing exclusions from Gross Receipts, in whole or in part, or to establish a separate fee for each such service, which may be a percentage fee other than five percent (5%), upon sixty (60) days' prior written notice to the Permittee. Notwithstanding the foregoing, any fee established must be agreed to by the Permittee and the Port Authority and must be reflected in a supplement to this Permit to be prepared by the Port Authority and executed by the parties hereto.

(d) In the event the Permittee shall be permitted hereunder to provide Gateside Aircraft Maintenance or Routine and Non-routine Aircraft Maintenance services, there shall be excluded from Gross Receipts any sum paid or payable to the Permittee:

(i) which arise solely from the resale to a customer of aircraft parts and supplies purchased by the Permittee from a third party, provided, however, that there shall be included in Gross Receipts monies paid or payable to the Permittee which arise from the sale of such aircraft parts and supplies to which the Permittee has provided labor for fabrication, refinishing or assembly to the extent of the reasonable value of the labor provided by the Permittee;

(ii) which arise solely from the use of equipment rented by the Permittee from a third party which monies are separately stated to and paid by the customer, limited, however, to the amounts actually paid by the Permittee to the third party for such rental of equipment; and

(iii) which arise solely from the loan or rental by the Permittee of aircraft parts, whether or not owned by the Permittee, which monies are separately stated to and paid by a customer and where said loan or rental of any such aircraft part is for a period of less than twelve (12) consecutive calendar days, it being understood that such monies paid or payable to the Permittee for the loan or rental may include monies for labor provided by the Permittee for installation, refurbishment of returned parts or administrative handling which is directly related to said loan or rental provided, however, all monies paid or payable to the Permittee which arise solely from the loan or rental by the Permittee of aircraft parts, whether or not owned by the

Permittee, for twelve (12) or more consecutive calendar days (including but not limited to monies for labor provided by the Permittee for installation, refurbishment of returned parts or administrative handling which is directly related to said lease or rental) shall be included in Gross Receipts from the first day of the loan or rental period, as the case may be.

(e) If and to the extent the full fair market value of any sale, service or other item provided by the Permittee is not charged to or payable by the customer, then the fair market value thereof as determined by the Port Authority shall be included in Gross Receipts.

(f) Without limiting any other provisions of this Permit regarding Gross Receipts, in those instances where the Permittee provides any services or goods along with other services and goods to the same Person (including without limitation those instances where a service is part of or is included within a group of other services and rendered for a single price, and where a service is performed by the Permittee pursuant to agreement for the exchange of services or goods) the Permittee agrees that the value ascribed to the performance of such service by the Permittee shall be the fair and reasonable value thereof as determined by the Port Authority.

(g) Without limiting the requirement for Port Authority approval, if the Permittee conducts any privilege or any portion thereof through the use of a contractor or other third party which is not a Port Authority permittee and where the payments for any of the foregoing are made to such contractor rather than to the Permittee, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to the Permittee for purposes of determining the Permittee's Gross Receipts, provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Permittee to use an independent contractor or other third party to perform any privilege or portion thereof or the doing of anything hereunder by an independent contractor or other third party.

(h) Notwithstanding that the fee hereunder is measured by a percentage of Gross Receipts, no joint venture or partnership relationship between the parties hereto is created by this Permit.

(i) To the extent that the Permittee has not already done so at the time of execution of this Permit and without limiting the generality of any other term or provision hereof, the Permittee agrees to submit monthly statements of Gross Receipts as provided in this Section and to pay, at the time of execution and delivery of this Permit to the Port Authority, all fees and other amounts due under this Permit for the period from the Effective Date to the time of execution and delivery of this Permit by the Permittee.

(j) Without limiting any other provision of this Permit, it is hereby specifically understood that the failure to set forth all the classes of Persons, all of the locations served or all of the types of services or activities performed by the Permittee in its exercise of the privileges granted hereunder as of the Effective Date, or the failure to, by appropriate supplement, revise this Permit to reflect any additional classes of Persons, locations served, or services or activities

performed by the Permittee subsequent to said Effective Date, shall not affect the inclusion in Gross Receipts hereunder of the amounts, monies, revenues, receipts and income received or receivable by the Permittee in its operations, and the same shall be so included. The foregoing shall not constitute Port Authority consent or be deemed to imply that the necessary Port Authority consent (to be reflected in a supplement to the Permit) with respect to such additional classes of Persons, locations, services or activities will be given.

(k) The Basic Percentage Fee and any other fees payable under this Permit shall be subject to increase from time to time upon thirty (30) days' notice from the Port Authority to the Permittee, given by the General Manager of the Airport or such other representative as the Port Authority may substitute from time to time by notice to the Permittee, and upon the effective date of the increase set forth in such notice the fees payable by the Permittee under this Permit shall be as set forth in said notice. In the event within ten (10) days after the Permittee receives such notice from the Port Authority, the Permittee notifies the Port Authority that the Permittee does not wish to pay the increased fees, this Permit and the permission granted hereunder shall be, and shall be deemed to be, cancelled effective at the close of business on the day preceding the effective date of the increase, as set forth in the Port Authority's notice to the Permittee. If the Permittee does not so notify the Port Authority, the increased fees shall become effective on the date set forth in the Port Authority's notice as aforesaid. No cancellation of this Permit and the permission granted thereunder pursuant to this paragraph (k) shall be construed to relieve the Permittee of any obligations or liabilities hereunder which shall have accrued on or before the effective date of such cancellation.

(l) Without limiting any term or provision of this Permit, in the event the Permittee performs (x) any service, other than the Authorized Service at the Airport, or (y) any service (including the Authorized Service) at any other Port Authority facility, whether such performance is the subject of a written agreement by and between the Port Authority and the Permittee, the Permittee hereby agrees that it will pay to the Port Authority any and all fees and/or charges applicable to such service. The Permittee also agrees that, at the request of the Port Authority, it will enter into the appropriate agreement with the Port Authority providing permission for the Permittee to perform such service.

5. Security Deposit:

(a) (i) Provided that an amount is set forth in Item 8 on the first page of this Permit (the "*Required Security Deposit*"), and, provided, further, the amount of said Required Security Deposit is less than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the Required Security Deposit, either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions,

covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the Required Security Deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the Required Security Deposit, or any part thereof, in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the Required Security Deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the Required Security Deposit to the sum specified in Item 8 on the first page of this Permit. In the event that the Port Authority shall at any time or times so use the Required Security Deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the amount set forth in Item 8 on the first page of this Permit, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the Required Security Deposit at all times to the full amount above stated in Item 8 on the first page of this Permit, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the Required Security Deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the Required Security Deposit. The Permittee may collect or receive any interest or

income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(ii) In lieu of the Required Security Deposit made in the form described above in paragraph (a)(i), the Permittee may at any time during the effective period of the permission granted under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a)(i) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a)(i) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the Required Security Deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a)(i) of this Section. The Permittee shall have the same rights to receive such Required Security Deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the effective period of the permission granted under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(b) Provided that a Required Security Deposit amount is set forth in Item 8 on the first page of this Permit, and, provided, further, the amount of said Required Security Deposit is equal to or greater than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the

Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the amount of the Required Security Deposit. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

c) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon sixty (60) days' notice to the Permittee, to adjust the amount of the Required Security but in no event would the adjusted amount equal more than three months of fees that would be payable to the Port Authority. Not later than the effective date set forth in said notice by the Port Authority, the Permittee shall furnish additional cash or bonds, as provided for in paragraph (a) above, or an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the Required Security Deposit, as the case may be, and such additional cash and/or bonds or adjusted (or replaced) letter of credit shall thereafter constitute the Required Security Deposit required under this Section.

d) If the Permittee is obligated by any other agreement ("Other PA Agreement") to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and other obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport (or other Port Authority facility) pursuant to any such Other PA Agreement or otherwise, then all such security deposit-related obligations under such Other PA Agreement, and any deposit pursuant thereto, also shall be deemed obligations of the Permittee under this Permit and as security hereunder, as well as under any such Other PA Agreement. All provisions of such Other PA Agreement with respect to security deposit-related obligations, and any obligations thereunder of the Port Authority as to the security deposit, are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. It is understood that the term Other PA Agreement refers both to agreements entered into prior to, or as of, the effective date of this agreement, as well as agreements hereinafter entered into.

6. Permittee's Operations:

(a) The Permittee shall provide to the Port Authority, upon request of the Port Authority from time to time, such information and data in connection with the permission granted hereunder as the Port Authority may request and shall, if so requested by the Port Authority, make periodic reports thereof to the Port Authority utilizing such forms as may be adopted by the Port Authority for such purpose.

(b) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

(c) The Permittee shall at all times that areas of the Airport are being used for the privileges permitted hereunder, maintain said areas in a clean and orderly condition and appearance. The Permittee shall promptly wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances and any liquids and substances having a corrosive or detrimental effect on the paving or other surface of the ramps or other areas upon which it performs the privileges authorized by this Permit resulting from its operations hereunder. The Permittee shall repair, replace, repave or rebuild, or at the Port Authority's election, the

Permittee shall pay to the Port Authority the cost to the Port Authority of repairing, replacing, repaving or rebuilding, all or any part of the ramps or other areas upon which it performs the privileges authorized by this Permit which may be damaged or destroyed by such oil, gasoline, grease, lubricants or other liquids or substances or by any other act or omission of the Permittee or its employees, agents or contractors except for reasonable wear and tear arising out of its operations thereon.

(d) A principal purpose of the Port Authority in granting the permission under this Permit is to have available at the Airport, the privileges which the Permittee is permitted to render hereunder. The Permittee agrees that it will conduct a first-class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor, and keep the same in a first-class operating condition at all times.

(e) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designation, approval, substitution or redesignation given by it hereunder.

(f) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

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

(h) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations at the Airport.

7. Indemnity:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse

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

(b) Without limiting any other term or provision hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

(c) Without limiting any other term or provision hereof, the Permittee shall indemnify the Port Authority and hold it harmless against all claims and demands of third Persons for damage to any aircraft cargo or baggage or any other property handled or delivered pursuant to the permission granted by this Permit.

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

8. Liability Insurance:

(a) The Permittee, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit. Without

limiting the foregoing, the Permittee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to this Permit at or from the Airport. In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of this Permit.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of this Permit.

(c) All insurance coverages and policies required under this Section may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the effective period of permission granted under this Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

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

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this Permit by the Permittee to the Port Authority. In the event any

binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

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

9. Special Endorsements:

The Permittee hereby agrees to the terms and conditions of the endorsements attached hereto, hereby made a part hereof and marked "*Special Endorsements*". The terms and provisions of the Special Endorsements shall have the same force and effect and as if herein set forth in full.

10. No Waiver:

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

11. Removal of Property:

The personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed on or before the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier. Without limiting the terms and provisions of paragraph (g) of Section 18 hereof, any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority in any manner it so determines in its sole discretion and all the proceeds of any removal or disposition shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed.

12. Permittee's Representative:

The Permittee's representative specified in Item 3 on the first page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and any act or thing done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. Notices:

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices given by the Port Authority to the Permittee shall be validly given if sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee. If mailed, the notices herein required to be given shall be deemed effective and given as of the date of the certified or registered mailing thereof.

14. Late Charges:

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each

late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of these Terms and Conditions, or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

15. Non-discrimination:

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

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

(c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, in the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) Without limiting any other term or provision hereof, the Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third Persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any space at the Airport, or any right to use or occupy any space at the Airport.

16. Affirmative Action:

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

17. Rules and Regulations:

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

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

18. Prohibited Acts

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

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

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

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

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

(v) may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or

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

For the purpose of this paragraph (a), "Airport" includes all structures located thereon.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport except that the Permittee may release or discharge de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder so long as such release or discharge is not a violation of the terms and conditions of Sections 17 or 19 hereof. In addition

to and without limiting Section 19 hereof, any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee and subject to the provisions of Sections 17 and 19 hereof and to all Environmental Requirements, be completely removed and/or remediated by the Permittee at its sole cost and expense, provided, however, the forgoing shall not apply to releases and discharges which are in compliance with the terms and conditions of Sections 17 and 19 hereof of de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder and the obligation of the Permittee to remove and remediate such de-icing fluids shall be as required by the terms and conditions of Sections 17 and 19 hereof. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

(c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers.

(d) (i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.

(ii) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(iii) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and circumstances which may in any way affect performance of the privileges granted under this Permit.

(e) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.

(f) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(g) No signs, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination,

revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.

(h) The Permittee shall not operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated.

(i) The Permittee shall not use any cleaning materials having a harmful or corrosive effect on any part of the Airport.

(j) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.

(k) The Permittee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

19. Law Compliance:

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

(b) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations at the Airport or on the Gross Receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

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

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

(e) The Port Authority has agreed by a provision in the Basic Lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process

for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

20. Trademarks and Patent Infringement:

The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit.

21. Inspection:

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

22. Federal Aid:

(a) The Permittee shall

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

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

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

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

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

23. Capacity and Competition:

(a) The Permittee shall refrain from entering into continuing contracts or arrangements with any third Person for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.

(b) The Permittee shall not enter into any agreement or understanding, express or implied, binding or non-binding, with any other Person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (i) fixing rates and charges to be paid by users of the services; (ii) lessening or preventing competition between the Permittee and such other furnishers of services; or (iii) tending to create a monopoly on the Airport in connection with the furnishing of such services.

24. Business Development and Records:

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

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

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

(iii) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of the Permittee at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify the Authorized Service and all other services performed at the Airport, and;

(iv) cause any company which is owned or controlled by the Permittee, or any company which owns or controls the Permittee, if any such company performs services similar to those performed by the Permittee (any such company being hereinafter called an "*Affiliate*" and all such companies being hereinafter called the "*Affiliates*") to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity (including without limitation the Authorized Service) performed at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) (all of the foregoing records and books described in this paragraph

(a)(v) being hereinafter collectively referred to as the "*Books and Records*") within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to the equipment described in paragraph (a)(vii) below; and

(vii) install and use such cash registers, sales slips, invoicing machines and any other equipment or devices, including without limitation computerized record keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of Gross Receipts, and without limiting the generality of the foregoing, for any privilege involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals.

(b) Without implying any limitation on the right of the Port Authority to revoke this Permit for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Permittee understands that the full reporting and disclosure to the Port Authority of all Gross Receipts and the Permittee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Permittee to comply with all the provisions of paragraphs (a)(ii) through (a)(vii) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit:

(i) the Port Authority may estimate the Gross Receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the fees based thereon shall be payable to the Port Authority when billed; and/or

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Permittee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Permittee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined

by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "*Audit Findings*"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. Such service charge shall not be payable if the Port Authority has received, for each month covered by the examination and audit period, the Monthly Sworn Statement of Gross Receipts, as provided in Section 4(a)(ii). No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

(d) Without implying any limitation on the rights or remedies of the Port Authority under this Permit or otherwise including without limitation the right of the Port Authority to revoke this Permit for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then this Permittee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Basic Percentage Fee and all other fees payable to the Port Authority thereunder.

25. Rates and Charges:

The Permittee shall establish rates and discounts therefrom which are in compliance with Section 22 hereof (each such rate and discount is hereinafter called an "*Established Rate*"). Upon request by the Port Authority, the Permittee shall provide the Port Authority its rates and

discounts therefrom for goods and services furnished hereunder. If the Permittee applies any rate in excess of the Established Rate therefor or extends a discount less than the Established Discount therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the Established Rate therefor or extends a discount which is in excess of the Established Rate therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an undercharge and an amount equivalent thereto shall be included in Gross Receipts hereunder and the Basic Percentage Fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in Gross Receipts any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon such breach which would otherwise be available to it at law, in equity or by reason of this Permit.

26. Other Agreements:

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

27. Counterclaims:

The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

28. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) The Permittee acknowledges that the failure of the Permittee to cease to perform the Authorized Service at the Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss, and the Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the Authorized Service.

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

29. Governing Law:

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

30. Miscellaneous:

(a) It is understood and agreed that the Port Authority shall not furnish, sell or supply to the Permittee any services or utilities in connection with this Permit.

(b) No Commissioner, Director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Permit, or because of the party's execution or attempted execution, or because of any breach thereof. .

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

(d) This Permit, including the attached Special Endorsements, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Sections 4 and 13 hereof. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialled:

For the Permittee

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

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

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

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

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

SPECIAL ENDORSEMENTS

1. (a) Pursuant to an agreement of lease between the Port Authority and People Express Airlines, Inc., (the "People Express") bearing Port Authority Lease No. ANA-170, dated January 11, 1985 (including any amendments thereto the "Airline Lease") the Port Authority leased to People Express certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International for the construction by People Express of passenger terminal facilities (herein referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc., to Continental Airlines, Inc., (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain consumer services would be operated in space provided by the Airline in the Terminal. It was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required.

(b) The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (including any amendments or supplements thereto, hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (including any amendments or supplements thereto hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(c) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privilege of operating a retail concession store in Space No. 83 which contains approximately 550 square feet of Floor Area as shown on Exhibit A2 of the Concession Agreement and in a location at the Terminal as shall be designated by the Airlines (the "Space") for the sale at retail of Sprint, Nextel and GSM branded cellular telephones, cellular phone accessories (limited to automobile chargers, travel chargers, ear phones, Blue tooth units and cellular phone carrying cases), computer memory chips, USB flash drive storage devices, digital cameras, portable hand-held camcorders, IPOD accessories (limited to automobile chargers, travel chargers, carrying cases and headphones/earphones), portable CD players, portable MP3 players, portable DVD players, and IGO branded cellular phone and computer travel chargers; and such other electronic and select products and accessory items as may be consented to in advance by the Airline and the Port Authority, and for no other purpose whatsoever. The Permittee understands that since the Terminal is leased to the Airline, all arrangements as to the Concession Area and facilities in which the privilege will be exercised, including utilities and services, shall be made with the Airline, and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the size, location, adequacy or suitability of the Concession Area and the facilities therein. Notwithstanding the foregoing, however, the Airline expressly hereby agrees that it shall not,

pursuant to the Concession Agreement, relocate or reconfigure all or any part of the Concession Area without the prior written consent of the Port Authority.

(d) By its terms, the Concession Agreement is subject and subordinate to the Airline Lease and the Permittee is obligated under the Concession Agreement to comply with all applicable terms of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. It was stipulated in the Airline Lease and in the Concession Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services to be provided by Permittee under the Concession Agreement. Subject to the terms of this Permit, the Port Authority hereby consents to the Concession Agreement as of May 4, 2010.

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

2. As used herein:

(a) "Annual Period" shall mean the twelve month period commencing on the Fee Commencement Date and each twelve month period thereafter during the period of the permission granted herein; provided, however, that if the Fee Commencement Date occurs on a day which is other than the first day of a calendar month, the first Annual Period shall consist of the portion of the calendar month in which the Fee Commencement Date occurs, plus the succeeding twelve months thereafter; and provided, further, that the last Annual Period shall expire in any event on the expiration date of the period of the permission under this Permit.

(b) "Breakpoint" shall mean the MAG (as hereinafter defined) paid for an Annual Period divided by

(c) "Fee Commencement Date" shall mean May 4, 2010

(d) "Monthly period" shall mean, as the context requires, the period commencing on the Fee Commencement Date and continuing through the balance of the month in which the Fee Commencement Date occurs and each calendar month thereafter occurring during the period of permission granted hereunder; provided, however, that if the period of permission expires or is terminated or revoked on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration, termination or revocation occurs shall expire on such date.

(e) "Percentage fee" shall mean, for and during the period of permission of this Permit, Ex. 2.a. of the Permittee's Gross Receipts generated hereunder. The foregoing includes all other items, if any, which come within the definition of Gross Receipts, e.g., RDAs and other promotional incentives.

(f) "Percentage Change in Enplanement" shall generally mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's enplaned passenger volume for 2 consecutive calendar year periods.

(g) "Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Airline shall retain the right to control the location of the placement within the Terminal of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the subleased premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the Concession Area) or other on-airport baggage-moving devices; and electronic amusements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses.

(h) "Port Authority Share" shall mean Ex. 2.a. of the fees payable by the Permittee hereunder.

3. (a) The Permittee shall pay to the Port Authority the Port Authority Share of the minimum annual guaranty ("MAG") as follows:

(i) from the Fee Commencement Date through March 30, 2013, both dates inclusive, the MAG shall equal the amount of Ex. 2.a. per annum, which amount shall be payable in advance in equal, consecutive monthly installments of with the Port Authority Share being equal to Ex. 2.a. payable on the Fee Commencement Date and on the first day of each and every calendar month thereafter occurring during such period; and

(ii) For the Annual Period commencing July 1, 2010 and for each Annual Period thereafter, the MAG shall be adjusted to be the greater of (i) Ex.. 2.A. or (ii) an amount equal to the previous Lease year's MAG times the Percentage Change in Enplanement and the percentage fees payable by the Permittee under this Permit for the Annual Period just ended.

If the Fee Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the MAG payable on the Fee Commencement Date shall be the amount of the installment described in subparagraph (a)(i) of this Paragraph prorated on a daily basis, using the actual number of days in the subject calendar month.

(b) The Permitte shall pay directly to the Port Authority the Port Authority share of the MAG and the remaining balance of the MAG shall be paid to the Airline.

4. (a) Commencing on the start of the First Annual Period and continuing throughout the balance of the period of permission granted under this Permit, the Permittee shall pay directly to the Port Authority the Port Authority Share of the percentage fees in excess of the Breakpoint. The computation of percentage fees for each Annual Period, or a portion of an Annual Period, as hereinabove defined, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period.

(b) The Permittee shall pay percentage fees as follows: on the 20th day of the first month following the commencement of each annual period and on the 20th day of each and every month thereafter including the month following the end of each Annual Period, the Permittee shall render to the Port Authority a sworn statement showing its Gross Receipts for the preceding month and showing its cumulative Gross Receipts from the date of the commencement of the Annual Period for which the report is made through the last day of the preceding month; whenever such statement shall show that the percentage fees applied to the Gross Receipts of the Permittee from the preceding month is in excess of the Breakpoint, the Permittee shall pay at the time of rendering the statement an amount equal to the Port Authority Share of such excess and the Permittee shall pay thereafter on the 20th day of each month during that Annual Period and on the 20th day of the month following the end during such Annual Period pay an amount equal to the said percentage applied to the Gross Receipts during each subsequent month of that

Annual Period. In the monthly statement for the last month of each Annual Period, in addition to all the information required by this paragraph (b), the Permittee shall set forth the MAG and the Breakpoint applicable to the Annual Period just completed.

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

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

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly

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

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

5. The Permittee's obligation to pay rent under this Permit (herein called the "Fee Commencement Date") shall commence as of the earliest to occur of July 1 2010, subject to the Permittee's limited right to delay such Fee Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Fee Commencement Date hereunder.

6. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Ex. 2.a. per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

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

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

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

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

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

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

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

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

(e) Paragraph (h) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (h) shall be substituted in lieu thereof:

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

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

(g) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee

and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(h) The policies referred to in paragraph 5 of the Terms and Conditions shall provide or contain an endorsement providing that:

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

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

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

(i) Without limiting the generality of the provisions of paragraph 5 of the Terms and Conditions, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

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

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

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

10. The following shall be inserted following the second paragraph of Standard Endorsement No. 4.1:

"The Permittee shall comply with the Port Authority Aviation Department's Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices," which for purposes of this Permit, is defined as follows:

1. If the Permittee conducts a similar business to the business operation permitted under this Permit in an off-airport location(s) in the Greater New York City-Northern New Jersey Metropolitan Area (the "Metro Area"), "Street Prices" shall mean the average price regularly charged by the Permittee for the same or similar item in such Metro Area location;

2. If the Permittee does not conduct a similar business to the business operation permitted under this Permit in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;

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

4. The Permittee's breach of the aforesaid Street Pricing Policy shall be deemed a material breach of the Permittee's obligations under this Permit.

5. The Permittee shall post in each sales area (including any temporary sales space) a notice in form and substance satisfactory to the Port Authority notifying the public that the Permittee subscribes to a "Street Pricing Policy," such policy to be clearly visible and unobstructed. If the Permittee charges any price to a customer in excess of the price which would satisfy the "Street Pricing Policy" in violation of its obligations under this Permit, the amount of such excess shall constitute an overcharge which shall, upon demand, by the Port Authority or the Permittee's customer, be promptly refunded to the customer."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

Ex. 1/4

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

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

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

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X

is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

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

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

OAC
For the Port Authority

Initialed:

SK
For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

SPIN PCS, INC., (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
SPIN PCS INC., d/b/a GAGET EXPRESS

BY: _____

DATE: 3/18/11

FOR THE UNION:
[Insert Name of Labor Organization]

BY: _____

DATE: _____

Initialed:

_____
For the Port Authority

_____
For the Permittee

_____
For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

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

General

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

Initialed:

OAK
For the Port Authority

For the Permittee

KG
For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-190 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** THE GROVE, INC., a corporation organized under the laws of the State of Louisiana
3. **PERMITTEE'S ADDRESS:** 3 Westbrook Corporate Center, Suite 500 Westchester, Illinois 60154
4. **PERMITTEE'S REPRESENTATIVE:** Michelle Dukler
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** June 22, 2010
8. **EXPIRATION DATE:** : the later of (a) March 30, 2013 or (b) the earlier of (x) the day prior to the expiration date of the extended term of the Airline Lease (as herein defined) covering Concourses C-1 and C-2 or (y) the fifth (5th) anniversary of the actual Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of June 22, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of June 22, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice - President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
David Kagan
(Title) Assistant Director
~~Business, Properties & Airport Development~~

THE GROVE, INC.,
Permittee

By _____
Print Name MICHELLE DUKLER

(Title) President

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

ANC
MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority for the purpose of conducting such audit and examination.

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of June 22, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in Space 36 and Space 50 airport locations as more fully described in Exhibit A1 and Exhibit A2 of the Sublease, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class food and beverage concession, at the Terminal, using the trade name "The Grove – Red Mango", offering: bulk natural snacks foods, including candy, nuts, dried fruit, gourmet popcorn, "Red Mango" branded frozen yogurt products, bottled water, bottled fruit juices, bottled ice tea, bottled sodas, milk gift tins, gift packs of natural snack foods, and other natural snack foods, organically grown "Grove" branded regular and decaffeinated coffee by the cup and a limited selection of quality organic, low fat, low/no sugar, low/reduced

carbohydrate or "all natural" (not containing any preservatives) baked goods, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the

Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, (1) for Space No. 36, Ex. 2.a. of all gross receipts up to and including Ex. 2.a. payable in monthly installments, and Ex. 2.a. of all gross receipts in excess of Ex. 2.a. ; and (2) for Space No. 50, Ex. 2.a. of all gross receipts up to and including Ex. 2.a. payable in monthly installments, and Ex. 2.a. of all gross receipts in excess of Ex. 2.a.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent (1) for Space No. 36, at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. , on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit; and (2) for Space No. 50, at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. , on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the

percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) June 22, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and

additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and

remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or

others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Forty-four Thousand Dollars and No Cents ($44,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority,

including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is Ex. 1/4 for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount

of Ex. 2.a. of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

OAC
For the Port Authority

Initialed:

For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

The Grove, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

THE GROVE, INC.

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

Initialed:

OAC
For the Port Authority

For the Permittee

KG
For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-259 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** BO YUANG NEWARK, LLC, a limited liability company organized under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** 10 Cove Court,, Hainesport, New Jersey 08036
4. **PERMITTEE'S REPRESENTATIVE:** ~~Jennifer Cane~~ Celina P. Roe/CR
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 5, 2010
8. **EXPIRATION DATE:** the later of (a) April 14, 2018 or (b) the day preceding the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, Exhibit X, Schedule G, and Specials

Dated: As of December 5, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of December 5, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice - President Corporate Real Estate

Consented and Agreed to by
Food Systems Unlimited, Inc., Guarantor
as of December 5, 2010

By

Print Name Biagio Schiano

(Title) President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) David Kagan
~~Assistant Director~~
Business Properties & Airport Development

BO YUANG NEWARK, LLC, Permittee

By

Print Name CELINA P. ROE

(Title) Member/Manager

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
AC	RR

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 5, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class, "next generation" food and beverage concession, at the Terminal, using the trade name "Asian Chao – Teriyaki Grill/Oriental Eatery", serving Asian cuisine from a contemporary menu which includes both traditional Asian and "Asian Fusion" food items, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for

operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between

the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, (1) of all gross receipts between up to Ex. 2.a. and (2) of all gross receipts in excess of

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. , on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (b) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has

not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) ~~April 16, 2011~~ May 02, 2011 ICR JAC

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth

therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the

existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is Ex. 1/4 for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the

health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the

fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Permittee under this Permit.

16. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be executed by FOOD SYSTEMS UNLIMITED, INC., a corporation formed under the laws of the State of Delaware with a business address at ~~385 Commerce Way~~, Longwood, Florida, 32750 in favor of the Port Authority and shall constitute part of the security deposit of the Permittee. The above-named guarantor expressly agrees that, with regard to its Guaranty, the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

750 Florida Central Parkway Suite 200 LCR GMC

Initialed:

GMC
For the Port Authority

For the Permittee

KG
For the Airline

For the Guarantor

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

OAC
For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Bo Yuang Newark, LLC d/b/a Asian Chao- Teriyaki Grill/Oriental Eatery (the "Company") located at Newark Airport Terminal C-3 has complied with board Resolution "All airports-Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE UNION:

Local 1102 RWDSU UFCW

Frank S. Bail, President

DATE: 3/31/2011

FOR THE COMPANY:

Bo Yuang Newark, LLC d/b/a
Asian Chao, Teriyaki Grill/Oriental Eatery

Danny Chan, Majority Owner

DATE: 09-10-11

Form F - Privilege, All Facilities

:For Port Authority Use Only :
:_____ANC-251_____:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: HOST INTERNATIONAL, INC. D/B/A Balducci's,** incorporated under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 6905 Rockledge Drive
   Bethesda, MD 20817
4. **PERMITTEE'S REPRESENTATIVE:** Joseph Waller
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** October 25, 2010
8. **EXPIRATION DATE:** the later of (a) March 30, 2013 and (b) the date that is the earlier of (i) two days prior to the expiration date of the extended term of Continental Airlines, Inc. Terminal C Lease covering Concourses C-1 and C-2 and (ii) the day preceding the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of October 25, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of October 25, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) David Kagan
~~Assistant Director~~
Business, Properties & Airport Development

HOST INTERNATIONAL INC.,
Permittee

By _____
Print Name RICHARD KUNKLE
Authorized Signatory

(Title) ~~President~~

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
ANC SB	SSA

SSA

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 25, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed food and beverage operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class quick serve food and beverage concession, at the Terminal, using the trade name "Balducci's", providing for the service of the following: freshly prepared breakfast items including pastries; a wide selection of freshly prepared gourmet sandwiches; wraps; salads; soups; and related side dishes together with a wide variety of non-alcoholic beverages; and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. , which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a.) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall

be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, of all gross receipts in excess of Ex. 2.a. per month, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a., on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of the month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if

the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) October 25, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

Special Endorsements

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants,

conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent

(20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required

amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Seventy-three Thousand Dollars and No Cents ($73,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of

credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is : Ex. 1/4 for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

[NO FURTHER TEXT ON THIS PAGE]

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of Ex. 2.a. of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

OAC
For the Port Authority

Initialed:

For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Host International, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Host International, Inc.

BY: Susan Seubert

DATE: 5/20/10

FOR THE UNION:

UNITE HERE

BY: [signature]

DATE: 5/20/2010

Letter in lieu of Exhibit X

[CONCESSIONAIRE COMPANY'S LETTERHEAD]

The Port Authority of New York and New Jersey

225 Park Avenue South

New York, NY 10003

Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ("Permit"), dated _____, between The Port Authority of New York and New Jersey (Port Authority) and this company ("Permittee") for concession space at Terminal ___ at _____Airport ("Airport"). This letter is being provided in connection with [the Permit][Supplement No. ___ to the Permit] and is accurate as of the date of the Permittee's execution of [the Permit][Supplement No. ___ to the Permit].

The undersigned is an officer of the Permittee and certifies to the Port Authority under penalty of perjury as follows. There is no labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Permittee's employees at the Airport. Accordingly, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to [the Permit][Supplement No. ___ to the Permit] and by the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

_____

Print Name:

Title:

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code

of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

OAC
For the Port Authority

Initialed:

For the Permittee

KG
For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only:
: ANC-252 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: HOST INTERNATIONAL, INC. D/B/A LA TAPENADE,** incorporated under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 6905 Rockledge Drive, Bethesda, MD 20817
4. **PERMITTEE'S REPRESENTATIVE:** General Counsel
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** October 25, 2010
8. **EXPIRATION DATE:** the later of July 9, 2018 or the day preceding the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated As of October 25, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC
as of October 25, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By
David Kaplan
(Title) Assistant Director
Business, Properties & Airport Development

HOST INTERNATIONAL INC.,
Permittee

By
Print Name RICHARD KUNKLE
Authorized Signatory
(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

DAC

SSA

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same) Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees,

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8 Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2 Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder, or may pursue such other remedies as may be provided by law, and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9 6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 25, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed food and beverage operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class quick serve Mediterrean style food and beverage concession, at the Terminal, using the trade name "La Tapenade", providing for the service of the following: freshly prepared breakfast items; a wide selection of freshly prepared salads; flatbread pizzas; sandwiches; wraps; toasted sandwiches; grilled panninis; and related side dishes together with a wide variety of non-alcoholic beverages; and a limited selection of wines and beer for consumption within the adjacent food court seating area only, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall

expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the

gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, of all gross receipts in excess of Ex. 2.a. per month, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. , on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change in Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of the month in which the termination or revocation occurs

has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3 The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) October 25, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4 Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein.

Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii)

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Fifty-eight Thousand Seven Hundred Fifty Dollars and No Cents ($58,750.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the

permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is Ex. 1/4 for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance

thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession, except, however, that the Permittee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of

the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Host International, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Host International, Inc.

BY: Susan Seubert

DATE: 5/20/10

FOR THE UNION:

UNITE HERE

BY: [signature]

DATE: 5/20/2010

Letter in lieu of Exhibit X

[CONCESSIONAIRE COMPANY'S LETTERHEAD]

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003
Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ("Permit"), dated _____, between The Port Authority of New York and New Jersey (Port Authority) and this company ("Permittee") for concession space at Terminal ___ at _____Airport ("Airport"). This letter is being provided in connection with [the Permit][Supplement No. ___ to the Permit] and is accurate as of the date of the Permittee's execution of [the Permit][Supplement No. ___ to the Permit]

The undersigned is an officer of the Permittee and certifies to the Port Authority under penalty of perjury as follows. There is no labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Permittee's employees at the Airport. Accordingly, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to [the Permit][Supplement No. ___ to the Permit] and by the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

_____

Print Name:

Title:

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

OAC

For the Port Authority

Initialed:

For the Permittee

For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-255 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** BLUWIRE NEWARK LLC, a limited liability company organized under the laws of the State of Florida
3. **PERMITTEE'S ADDRESS:** 2622 Ravella Lane
   Palm Beach Gardens, FL 33410
4. **PERMITTEE'S REPRESENTATIVE:** Christopher Burden
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** October 25, 2010
8. **EXPIRATION DATE:** the later of (a) March 30, 2013 and (b) the date that is the earlier of (i) two days prior to the expiration date of the extended term of Continental Airlines, Inc. Terminal C Lease covering Concourses C-1 and C-2 and (ii) the day preceding the fifth (5th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of October 25, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of October 25, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice President
Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By

(Title) Assistant Director

BLUWIRE NEWARK LLC,
Permittee

By

Print Name Mauricio Ojeda

(Title) CEO / MANAGING MEMBER

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

SSA

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 25, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "Bluwire", providing for the sale at retail of: electronics, high tech items and related merchandise, such as cellular telephone equipment and peripherals, laptop/PDA hardware and accessories, software, video and audio electronics and accessories, various types of media players and future applications/media downloads, and, incidental thereto, cellular telephone and media equipment and prepaid services and for no other purpose whatsoever other than as set forth above in this paragraph; provided that, Permittee shall not sell Blackberry branded wireless

communication devices (including mobile/cellular telephones and devices) or Blackberry branded or Research in Motion, Ltd. (RIM) approved accessories for such devices.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. , which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the

Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, of all gross receipts in excess of per month, payable monthly. Ex. 2.a.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. , on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent

shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of the month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) March 15, 2011.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

Special Endorsements

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth

therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Ninety Thousand Dollars and No Cents ($90,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter

of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or

members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of Ex. 2.a. of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Bluwire Newark LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

BLUWIRE NEWARK LLC

BY: _____

DATE: 6/1/11

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

Letter in lieu of Exhibit X

[CONCESSIONAIRE COMPANY'S LETTERHEAD]

The Port Authority of New York and New Jersey

225 Park Avenue South

New York, NY 10003

Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ("Permit"), dated _____, between The Port Authority of New York and New Jersey (Port Authority) and this company ("Permittee") for concession space at Terminal ___ at _____Airport ("Airport"). This letter is being provided in connection with [the Permit][Supplement No. ___ to the Permit] and is accurate as of the date of the Permittee's execution of [the Permit][Supplement No. ___ to the Permit].

The undersigned is an officer of the Permittee and certifies to the Port Authority under penalty of perjury as follows. There is no labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Permittee's employees at the Airport. Accordingly, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to [the Permit][Supplement No. ___ to the Permit] and by the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

_____

Print Name:

Title:

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

Initialed:

OA
For the Port Authority

CS
For the Permittee

KG
For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-257 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** PROJECT HORIZON, INC., a corporation organized under the laws of the State of Florida
3. **PERMITTEE'S ADDRESS:** 4801 Executive Park Ct, Suite 100 Jacksonville, Florida 32216
4. **PERMITTEE'S REPRESENTATIVE:** P. Jeremy Smith
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 9, 2010
8. **EXPIRATION DATE:** the later of (a) March 30, 2013 or (b) the earlier of (x) the day prior to the expiration date of the extended term of the Airline Lease (as herein defined) covering Concourses C-1 and C-2 or (y) the fifth (5th) year and one (1) month anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked pursuant to the terms and conditions of this Permit.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of December 9, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 10, 2010

By _____

Print Name Gavin Molloy
(Title) MD-Airport Affairs
12/6/2011

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
David Kagan
(Title) Assistant Director
Business, Properties & Airport Development

PROJECT HORIZON, INC.,
Permittee

By _____
Print Name P. Jeremy Smith

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

OPAC

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 9, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "InMotion Entertainment", providing for the rental, subscription and/or sale at retail of audio, video, gaming, other electronic and entertainment hardware, media and related accessories, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for

operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a. , which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between

the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, of all gross receipts up to and including per year, payable monthly, and of all gross receipts in excess of up to and including Ex. 2.a. per year, payable monthly, and of all gross receipts in excess of per year, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ex. 2.a. per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ex. 2.a. on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent

shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) July 18, 2011,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

Special Endorsements

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth

therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority Ex. 2.a. of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Twenty Thousand Dollars and No Cents ($20,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter

of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is Ex. 1/4 for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or

members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of Ex. 2.a. of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

OA
For the Port Authority

Initialed:

PJSR
For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Project Horizon, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
PROJECT HORIZON, INC.	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

For the Port Authority

Initialed:

For the Permittee

For the Airline

ANC-006

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Areas USA EWR, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Areas USA EWR, LLC

By: _____

Print Name: Eduardo Uribe

Date: October 19, 2009

FOR THE UNION:

Unite Here

By: _____

Print Name: Blake Harwell

Date: October 19, 2009

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: January-13

Report Completed by: Jessica Carter
Contact Phone Number: 603-577-8046

Terminal 7
AYD- 809

AYD809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	99,383.40	99,383.40

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

Ø

02/13/13

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: February-13

Report Completed by: Jessica Carter
Contact Phone Number: 603-577-8046

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	100,451.29	199,834.69

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

Ø
03/08/13

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: **March-13**

Report Completed by: Jessica Carter
Contact Phone Number: 603-577-8046

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	112,925.51	312,760.20

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

Ø
04/10/13

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: **April-13**

Report Completed by: Jessica Carter
Contact Phone Number: 603-577-8046

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	120,257.10	433,017.30

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

Ø 05/08/13

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: **May-13**

Report Completed by: Jessica Carter
Contact Phone Number: 603-577-8046

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	143,805.39	576,822.69

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

6/4/13

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: June-13

Report Completed by: Jessica Carter
Contact Phone Number: 603-577-8046

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	163,297.37	740,120.06

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: July-13

Report Completed by: Jessica Carter
Contact Phone Number: 603-577-8046

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	153,136.08	893,256.14

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: August-13

Report Completed by: Michelle Colvin
Contact Phone Number: 603-579-8382

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	154,327.93	1,047,584.07

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: September-13

Report Completed by: Michelle Colvin
Contact Phone Number: 603-579-8382

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	141,772.58	1,047,584.07

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov
jajia@panynj.gov

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: October-13

Report Completed by: Michelle Colvin
Contact Phone Number: 603-579-8382

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	157,359.91	1,346,716.56

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov
jajia@panynj.gov

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: November-13

Report Completed by: Michelle Colvin
Contact Phone Number: 603-579-8382

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	162,900.53	1,509,617.09

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov
jajia@panynj.gov

Monthly Gross Receipts Report

Company: Brookstone # 420
Month: **December-13**

Report Completed by: Michelle Colvin
Contact Phone Number: 603-579-8382

Terminal 7
AYD- 809

Lease Yr: Jan - Dec

	Report Month Amounts	YTD
Gross Sales:	181,608.96	1,691,226.05

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov
jajia@panynj.gov

#JT0140
1/9/14

	YTD
January	99,383.40
February	100,451.29
March	112,925.51
April	120,257.10
May	143,805.39
June	163,297.37
July	153,136.08
August	154,327.93
September	141,772.58
October	157,359.91
November	162,900.53

Monthly Gross Receipts Report

Company: **Brookstone # 420** AYD809
Month: **January-14**

Report Completed by: Michelle Colvin
Contact Phone Number: 603-579-8382

Terminal 7
AYD- 809

	Report Month Amounts	YTD
Gross Sales:	134,393.00	134,393.00
	-	

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov
jajia@panynj.gov

	YTD
January	134,393.00
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
TOTAL	**134,393.00**

Monthly Gross Receipts Report

Company: **Brookstone # 420**
Month: **February-14**

Report Completed by: Michelle Colvin
Contact Phone Number: 603-579-8382

~~Terminal 7~~
AYD- 809

	Report Month Amounts	YTD
Gross Sales:	134,011.24	268,404.24

Email To:
Sonia
yulia.1.rozendent@ba.com
Adam.Harris@ba.com
Email To:
gward@panynj.gov
cwang@panynj.gov
jajia@panynj.gov

	YTD
January	134,393.00
February	134,011.24
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
TOTAL	**268,404.24**

3/6/2014

UNITEHERE!

September 22, 2009

Ms. Gina Stern
Chief Executive Officer
d_parture spa/Travel Tip Salon, LLC
P.O Box 203
Norwood, NJ 07648

VIA FACSIMILE: 646-755-3704

Dear Ms. Stern,

Per our email correspondence today confirming that Travel Tip Salon, LLC's Newark Terminal C operations require fewer than 10 employees, I write to inform you that as of the writing of this letter, UNITE HERE does not seek to organize Travel Tip Salon, LLC at Newark Terminal C. Therefore, we do not see a need to obtain an agreement with Travel Tip Salon, LLC guaranteeing Labor Peace at your operations in Newark Terminal C at this time.

However, should your company be awarded additional space in Newark Terminal C, UNITE HERE will seek to organize Travel Tip Salon, LLC employees in that terminal, unless we provide you with a letter stating otherwise.

Please contact me at 646-467-1298 or at ebader@unitehere.org should you have any questions or concerns. I wish you success in your operations at Newark Terminal C.

Sincerely,

Erica Bader
Senior Research Analyst

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

[Insert Name of Tenant's Company] (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Dufry Newark

BY: [signature]

DATE: 12/9/2008

FOR THE UNION:

[Insert Name of Labor Organization]

BY: [signature] Stephen Papagea

DATE: 12-15-08

Airport, Racetrack + Allied Workers JT Bd.

Local 1102 RWDSU

Frank S. Bail
President

Timothy Pranschke
Secretary-Treasurer

Gemma de Leon
Executive Vice President

NEUTRALITY AGREEMENT

Agreement made this 7th day of June 2010, between Local 1102 RWDSU UFCW (hereby referred to as the "Union") and Newark Food Management and related corporate entities and or affiliates (hereby referred to as the "Employer").

WHEREAS the parties desire to establish an orderly method of labor relations to protect the rights of all employees of the Employer at operations owned or controlled by the Employer, and to avoid strikes, picketing, or other disruptions of services and to provide a mechanism for the Union to demonstrate its majority status at locations of the Employer not presently covered by the Collective Bargaining Agreement. In order to accomplish these goals, the parties agree as follows:

(A) The Employer will recognize the Union as the exclusive collective bargaining agent for any unorganized unit in which the Union obtains and demonstrates that it has been authorized by a majority of an employees in that unit designating it as the exclusive collective bargaining agent.

(B) The Employer will not oppose efforts by the employees to organize or select a collective bargaining agent. The Employer (and its supervisors and agents) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by the employees of a collective bargaining agent.

(C) The parties will meet and negotiate within thirty (30) days after demonstration of majority status by the Union.

Local 1102 RWDSU UFCW

Frank S. Bail, President

Newark Food Management

Steven Barocas

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Newark Food Management (the "Company") has complied with board Resolution "All airports-Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE UNION:

Local 1102 RWDSU UFCW

Frank S. Bail, President

DATE: 6/7/2010

FOR THE COMPANY:

Newark Food Management

Steven Barocas

DATE: 6/8/2010

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Delaware North Companies/Travel Hospitality Services (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Delaware North Companies/THS

By: _____

Print Name: Terrance P. Ryan

Date: 1/13/14

FOR THE UNION:

UNITEHERE!

By: _____

Print Name: Jim DuPont

Date: 1/13/14

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Delaware North Companies/Travel Hospitality Services (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Delaware North Companies/THS

By: _____

Print Name: Terrance P. Ryan

Date: 1/13/14

FOR THE UNION:

UNITEHERE!

By: _____

Print Name: Jim DuPont

Date: 1/13/14

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Famiglia EWR C-2, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Famiglia EWR C-2, LLC

By: _____

Print Name: Paul Kolaj

Date: 7-22-09

FOR THE UNION:

Unite Here International

By: _____

Print Name: Blake Harwell

Date: July 22, 2009

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____, Manager

Richard Zwelt

Date: 7-22-09

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____

Manager. Stephen Papageorge

Date: 7-22-09

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Ruby's EWR C-2, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Ruby's EWR C-2, LLC

By: _____

Print Name: Paul Kolaj

Date: 7-22-09

FOR THE UNION:

Unite Here International

By: _____

Print Name: Blake Harwell

Date: July 22, 2009

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____ manager

Richard Rumelt

Date: 7-22-09

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____

manager Stephen Papageus

Date: 7-22-09

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

FD Leasing Group, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

FD Leasing Group, LLC

By: _____

Print Name: Paul Kolaj

Date: 7-22-09

FOR THE UNION:

Unite Here International

By: _____

Print Name: Blake Harwell

Date: July 22, 2009

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____, manager

Richard Rowell

Date: 7-22-09

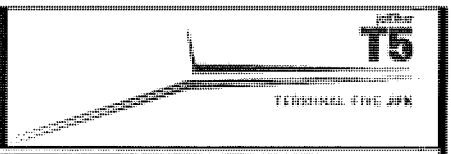
LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____

manager. Stephen Poppasorge

Date: 7-22-09

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	2/8/2012	**For the month ending:**	1/31/2013

AYD866

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*	
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month*: $ 62,461.11 ; *Year to Date*: $ 62,461.11
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*	
Total Discounts ($) Given: *Total value of all customary discounts given during the month*	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*	
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*	
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate* : *Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*	

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue* : *Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA* : *Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-6284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

02/12/13

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19695-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio AYD866	**Unit / Product Category:**	
Date Submitted:	3/1/2012	**For the month ending:**	2/28/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 68,118.23	*Year to Date* $ 130,579.34
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

03/18/13

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

jetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	Unit / Product Category:	
Date Submitted:	4/1/2012	For the month ending:	3/31/2013

AYD866

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$ 66,146.73	$ 196,726.07
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	

	Rent Due to JetBlue	Payment Reference
Percentage Rent Due to JetBlue | Payment Reference:		

	Rent Due to PA	Payment Reference
Total Percentage Rent Due to Port Authority | Payment Reference:		

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

04/02/13

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

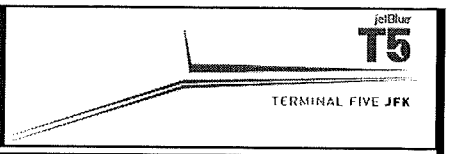
ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	ExOfficio AYD866	**Unit / Product Category:**	
Date Submitted:	5/3/2012	**For the month ending:**	4/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 75,339.76	*Year to Date* $ 272,065.83
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

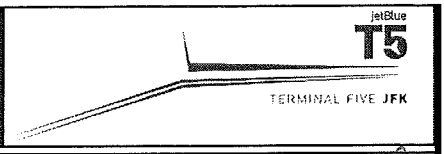
ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	6/7/2012	**For the month ending:**	5/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		AYD 516
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 89,622.97	*Year to Date* $ 361,688.80
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference* 6/10/13

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: :
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

jetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	Unit / Product Category:	
Date Submitted:	7/1/2012	For the month ending:	6/30/2013

AYD8606

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 92,820.67	*Year to Date* $ 454,509.47
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionsaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

*REPRINTED REPORT

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

A4D866

jetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	8/7/2012	**For the month ending:**	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 94,221.66	*Year to Date* $ 548,731.13
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address

Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

jetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	9/7/2012	**For the month ending:**	8/31/2013

AYD866

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$ 90,608.87	$ 639,340.00
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD8606

jetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	10/2/2013	**For the month ending:**	9/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 76,546.21	*Year to Date* $ 715,886.21
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD866

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	11/4/2013	**For the month ending:**	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 75,137.43	*Year to Date* $ 791,023.64
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate* *Current Tier*	
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue* *Payment Reference*	
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA* *Payment Reference*	

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Ovemight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD866

jetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	12/3/2013	**For the month ending:**	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 68,825.41	*Year to Date* $ 859,849.05
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference* 12/6/13

Report Certification

Name of Certifying Concessionaire Officer:	**Steve Skidmore**
Title of Officer:	**Finance Manager**
Telephone Number:	**(206) 691-5284**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD866

jetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	Unit / Product Category:	
Date Submitted:	1/6/2013	For the month ending:	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 68,408.44	*Year to Date* $ 928,257.49
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AY08660 JAN, '14

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	ExOfficio	**Unit / Product Category:**	
Date Submitted:	2/6/2014	**For the month ending:**	1/1/2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $ 63,159.39	*Year to Date* $ 63,159.39
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate* 	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue* 	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA* 	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD860 — T5 TERMINAL FIVE JFK — FEB. '14

Subtenant:	ExOfficio	Unit / Product Category:	
Date Submitted:	3/3/2014	For the month ending:	2/1/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$ 58,252.19	$ 121,411.58
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	$	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Steve Skidmore
Title of Officer:	Finance Manager
Telephone Number:	(206) 691-5284
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

FD Leasing Group, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

FD Leasing Group, LLC

By: _____

Print Name: Paul Kolaj

Date: 7-22-09

FOR THE UNION:

Unite Here International

By: _____

Print Name: Blake Harwell

Date: July 22, 2009

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____, manager

Richard Rowell

Date: 7-22-09

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____

manager, Stephen Poppasorge

Date: 7-22-09

FOI #14583

AMERICAN BRIDGE 21ST CENTURY

Friday, January 10, 2014

Attention: FOI Administrator
The Secretary -The Port Authority of New York and New Jersey
225 Park Avenue South, 17th Floor
New York, NY 10003
Fax: (212) 435-7555

To Whom It May Concern,

The following request is being made in accordance with the Port Authority's Freedom of Information Policy. I am requesting copies of the following records:

Baroni'sTravel Logs/Itineraries:I am requesting copies of all travel logs and itineraries of Bill Baroni's fromJanuary 1, 2013, to the present. Records should detail the date and time of travel, the destination, the purpose of travel and meeting, and who Baroni met as available.

Baroni's Outlook Calendar:I am requesting copies of all outlook calendars of Baroni'sfromJanuary 1, 2013, to the present.

Baroni's SchedulingDocuments: I am requesting copies of all scheduling documents (including emails) of Baroni's secretary/scheduler regarding meetings with Steven Fulop or in Jersey City fromJanuary 1, 2013, to the present.

Baroni's Email Correspondence: I am requesting copies of specific incoming-and-outgoing electronic-correspondence of Bill Baroni from his official email account.

Specifically:

1) I request incoming-and-outgoing electronic-correspondence of Bill Baronifrom hisofficial email account with the following individuals from January 1, 2013 to present:

   - Bridget Ann Kelley
   - Bill Stepian

   In order to aid your search emails, here is a list of some (but not an exclusive list) email addresses that would be responsive to this OPRA request:bridgetannekelly@yahoo.com and b_stepien@yahoo.com.

2) I request incoming-and-outgoing electronic-correspondence of Bill Baroni from hisofficial email account that includes the terms "Jersey City" and "Fulop" from July 16th to July 20th, 2013.

Paid for by American Bridge 21st Century. Not authorized by any candidate or candidate's committee

AMERICAN BRIDGE 21ST CENTURY

I realize that certain costs may be applicable to this request. Please contact me when you can provide a payment amount for my requests. In the meantime, I authorize an initial expense cap of $500 to be accrued. To help assess my status for copying and mailing fees, please note that I am gathering information for research purposes and not for commercial activities.

I also request that you state the specific legal and factual grounds for withholding any documents or portions of documents, should you withhold any. Please identify each document that falls within the scope of this request but is withheld from release.

If requested documents are located in, or originated in, another installation or bureau, I would request that you please refer this request, or any relevant portion of this request, to the appropriated installation or bureau.

To the extent that the information is available in electronic format, I would prefer to receive that information via email or CD, particularly if providing the information reduces the time or expense involved. Otherwise, I request to receive the information in paper form.

You may fax your response to 202-315-0384 or email it to Abraham@AmericanBridge.org If you wish to call, please do so between 9AM and 6PM (EST).

Thank you for your time and attention to this matter.

Sincerely,

Abraham Payton
American Bridge 21st Century
455 Massachusetts Avenue
Suite 280
Washington, DC 20001
Phone: 202-266-3339
Fax: 202-315-0384
Email: Abraham@AmericanBridge.org

Paid for by American Bridge 21st Century. Not authorized by any candidate or candidate's committee

AirTrain JFK Jamaica Terminal - Gateway Food Concept Corp.(AYE047)
Monthly Revenue - May 2011-January 2012
Annual Minium Fee Amount:

	Air Bar		NY Deli		Gateway Bake Shop		Sales Summary		
	F/B	Alcohol	F/B	Alcohol	F/B	Alcohol	F/B	Alcohol	Total
11-May									
11-Jun		3,468.42	49,986.48	-	42,575.56	-	92,562.04	3,468	96,030.46
11-Jul		15,788.35	53,148.77	-	44,979.36	-	98,128.13	15,788	113,916.48
11-Aug		16,701.99	48,259.96	-	41,807.88		90,067.84	16,701	106,768.84
11-Sep		19,029.55	47,644.82	-	44,115.48		91,760.30	19,029.55	110,789.85
11-Oct		21,422.25	35,446.12	-	50,354.91		85,801.03	21,422.25	107,223.28
11-Nov	$	16,644.30	32,355.74	-	50,274.60		82,630.34	16,644.30	99,274.64
11-Dec	$	22,713.33	36,986.34		54,600.68		91,587.02	22,713.33	114,300.35
11-Jan'12	$	21,489.28	36,969.08		53.616.82		90,585.90	21,489.28	112,075.18
11-Feb	$	20,572.50	38,164.47		50,492.40		88,656.87	20,572.50	109,229.37
11-Mar		26,260.02	50,035.81		55,106.48		105,142.29	26,260.02	131,402.31
11-Apr		22456.70	43,460.75		49,588.75		93,049.50	22,456.70	115,506.20
11-May		23114.92	44,112.08		52,955.25		97,067.33	23,114.92	120,182.25
11-Jun		23,712.41	46,935.52		51,721.47		98,656.99	23,712.41	122,369.40
11-Jul		24316.15	47,244.98		53,055.63		100,300.61	24,316.15	124,616.76
11-Aug		25083.78	48,834.30		57,273.71		106,108.01	25,083.78	131,191.79
2012 SEPT		24148.36	49,299.85		52,507.99		101,807.84	24,148.36	125,956.20
2012 OCT		25697.69	44,075.19		51,492.13		95,567.32	25,697.69	121,265.01
2012 NOV		30962.66	46,298.26		58,859.10		105,157.36	30,962.66	136,120.02
2012 DEC		31322.35	49,645.29		57,981.55		107,626.84	31,322.35	138,949.19
2013 JAN		27094.34	48,661.63		56,316.72		104,978.35	27,094.34	132,072.69
2013 FEB		26524.95	45,016.53		52,175.13		97,191.66	26,524.95	123,716.61
2013 march		25836.50	50,737.05		54,336.02		105,073.07	25,836.50	130,909.57
2013 APRIL		24468.40	50,159.12		53,292.49		103,451.61	24,468.40	127,920.01
2013 may		26636.18	56,520.24		56,558.71		113,078.95	26,636.18	139,715.13
2013 June		25997.45	58,987.27		52,747.45		111,734.72	25,997.45	137,732.17
2013 july		26428.10	59,791.43		55,248.94		115,040.37	26,428.10	141,468.47
2013 aug		27183.00	60,216.60		57,277.79		117,494.39	27,183.00	144,677.39
2013 sept		25905.69	49,556.06		53,504.92		103,060.98	25,905.69	128,966.67
2013 OCTOBER		27512.40	53,678.02		57,948.07		111,626.09	27,512.40	139,138.49
2013 November		29105.71	50,703.88		56,883.25		107,587.13	29,105.71	136,692.84
2013 december		30320.45	54,836.80		61,259.46		116,096.29	30,320.45	146,416.74
2014 January		28187.01	52,714.23		60,512.15		113,226.38	28,187.01	141,413.39
2014 February		27936.98	51,374.20		55,247.93		106,622.13	27,936.98	134,559.11
2014 MARCH									
Total	-	758,083.41	1,440,461.66	-	1,573,689.16	-	3,067,767.67	774,784.41	3,825,851.08

The Grove, Inc

Analysis of MAG & Percentage Fees Paid To:
British Airways PLC & The Port Authority of NY & NJ *(Agrmt. AYB87610)*
For the Twelve Months ended December 31, 2013

	Gross Revenues *Grove -T 7*
Jan	37,206.24
Feb	33,987.37
Mar	46,547.25
Apr	46,067.13
May	57,519.45
Jun	59,932.78
Jul	56,693.81
Aug	54,948.65
Sept	40,865.96
Oct	39,599.52
Nov	35,541.04
Dec	46,866.34
TOTAL	**555,775.54**

OK

JK

2013 Gross Receipts $83,366.33

The Grove, Inc.
3 Westbrook Corporate Center
Suite 500
Westchester, IL 60154
(708) 531-1694

TO: **THE PORT AUTHORITY OF NY & NJ**
P O Box 95000
Philadelphia, PA 19195-1517

FROM: **The Grove, Inc.**
JFK
AYB87610

Exhibit D

Sales report for the month of **January-14**

Kiosk Unit 1- Terminal 7 *(opened 8/22/03)*	**$ 37,627.69**
British Terminal	
TOTAL SALES	37,627.69

YEAR TO DATE TOTALS ***JANUARY 1 Through DECEMBER 31*** 37,627.69 Add sales eac

Lease year Period *Jan - Dec*

Signature

Property Accounting Manager (708) 409-3208
Title

February 6, 2014
Date

Fax : *Christina Chen c/o Cathy W*
(201) 595-4033
Phone *201 216-6284*

Joey Ajia jajia@pan

The Grove, Inc.
3 Westbrook Corporate Center
Suite 500
Westchester, IL 60154
(708) 531-1694

TO: **THE PORT AUTHORITY OF NY & NJ**
P O Box 95000
Philadelphia, PA 19195-1517

FROM: **The Grove, Inc.**
JFK Exhibit D
AYB87610

Sales report for the month of **February-14**

Kiosk Unit 1- Terminal 7 *(opened 8/22/03)*	**$ 32,263.06**
British Terminal	
TOTAL SALES	32,263.06

YEAR TO DATE TOTALS ***JANUARY 1 Through DECEMBER 31*** 69,890.75 Add sales eac

Lease year Period *Jan - Dec*

Signature

Property Accounting Manager (708) 409-3208
Title

March 6, 2014
Date

Fax : ***Christina Chen c/o Cathy W***
(201) 595-4033
Phone ***201 216-6284***

Joey Ajia jajia@pan

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Healthy Food Concepts, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Healthy Food Concepts, LLC
At Newark Liberty International Airport

BY: _____ ALTAF ISAN

DATE: 3/26/09

FOR THE UNION:

UNITE HERE

BY: _____

DATE: 3/26/09

AYD 744

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
January 31, 2013

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	828,013.47
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	828,013.47

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
January 31, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	241,660.67	0.00	241,660.67
Balducci's To Go	0.00	899.88	0.00	899.88
Sammy's Beach Bar	50,246.15	37,358.05	0.00	87,604.20
Sapphire Bar	9,220.19	3,382.46	0.00	12,602.65
Starbucks Arrival	0.00	71,538.59	2,120.20	73,658.79
Starbucks Main	0.00	112,008.85	6,965.35	118,974.20
Todd English	59,022.00	155,444.31	0.00	214,466.31
Wolfgang Puck Express	0.00	78,146.77	0.00	78,146.77
Total	$118,488.34	$700,439.58	$9,085.55	828,013.47

AYD 744

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
February 28, 2013

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	756,530.57
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	756,530.57

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
February 28, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	219,271.86	0.00	219,271.86
Balducci's To Go	0.00	886.18	0.00	886.18
Sammy's Beach Bar	51,109.43	33,754.34	0.00	84,863.77
Sapphire Bar	9,832.04	3,815.25	0.00	13,647.29
Starbucks Arrival	0.00	55,768.19	1,643.80	57,411.99
Starbucks Main	0.00	102,623.54	6,183.15	108,806.69
Todd English	57,355.29	145,281.08	0.00	202,636.37
Wolfgang Puck Express	0.00	69,006.42	0.00	69,006.42
Total	$118,296.76	$630,406.86	$7,826.95	756,530.57

AYD744

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
March 31, 2013

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	969,726.21
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	969,726.21

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
March 31, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	271,628.77	0.00	271,628.77
Balducci's To Go	0.00	1,032.11	0.00	1,032.11
Sammy's Beach Bar	70,404.85	49,708.19	0.00	120,113.04
Sapphire Bar	12,969.18	4,722.39	0.00	17,691.57
Starbucks Arrival	0.00	70,138.10	2,960.25	73,098.35
Starbucks Main	0.00	126,188.43	11,420.50	137,608.93
Todd English	72,183.82	191,080.74	0.00	263,264.56
Wolfgang Puck Express	0.00	85,288.88	0.00	85,288.88
Total	$155,557.85	$799,787.61	$14,380.75	969,726.21

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
April 30, 2013

PAYD744

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	1,006,730.14
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	1,006,730.14

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

By: NP02
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
April 30, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	279,283.91	0.00	279,283.91
Balducci's To Go	0.00	934.08	0.00	934.08
Sammy's Beach Bar	70,386.90	48,867.23	0.00	119,254.13
Sapphire Bar	12,407.33	4,605.52	0.00	17,012.85
Starbucks Arrival	0.00	66,586.36	2,740.55	69,326.91
Starbucks Main	0.00	139,333.51	12,400.60	151,734.11
Todd English	77,902.77	201,793.95	0.00	279,696.72
Wolfgang Puck Express	0.00	89,487.43	0.00	89,487.43
Total	$160,697.00	$830,891.99	$15,141.15	1,006,730.14

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
May 31, 2013

A/D744

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	1,150,236.23
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	1,150,236.23

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
May 31, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	317,839.08	0.00	317,839.08
Balducci's To Go	0.00	893.60	0.00	893.60
Sammy's Beach Bar	82,963.21	56,557.55	0.00	139,520.76
Sapphire Bar	15,010.57	6,054.47	0.00	21,065.04
Starbucks Arrival	0.00	81,989.62	3,116.80	85,106.42
Starbucks Main	0.00	159,452.81	11,526.90	170,979.71
Todd English	86,155.91	222,284.73	0.00	308,440.64
Wolfgang Puck Express	0.00	106,390.98	0.00	106,390.98
Total	$184,129.69	$951,462.84	$14,643.70	1,150,236.23

AY5744

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
June 30, 2013

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	1,206,037.44
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	1,206,037.44

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

BY:
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
June 30, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	348,853.11	0.00	348,853.11
Balducci's To Go	0.00	1,176.74	0.00	1,176.74
Sammy's Beach Bar	85,276.52	60,358.48	0.00	145,635.00
Sapphire Bar	15,065.82	5,095.25	0.00	20,161.07
Starbucks Arrival	0.00	86,395.50	2,797.60	89,193.10
Starbucks Main	0.00	156,502.99	12,827.60	169,330.59
Todd English	85,004.60	234,011.83	0.00	319,016.43
Wolfgang Puck Express	0.00	112,671.40	0.00	112,671.40
Total	$185,346.94	$1,005,065.30	$15,625.20	1,206,037.44

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
July 31, 2013

A-4D744

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	1,155,579.42
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	1,155,579.42

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

By: NP02
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

6905 ROCKLEDGE DRIVE ★ BETHESDA, MD 20817 ★ 240.694.4100

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
July 31, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	347,342.91	0.00	347,342.91
Balducci's To Go	0.00	991.72	0.00	991.72
Sammy's Beach Bar	69,754.45	54,589.79	0.00	124,344.24
Sapphire Bar	13,611.46	6,438.14	0.00	20,049.60
Starbucks Arrival	0.00	86,298.86	2,643.85	88,942.71
Starbucks Main	0.00	157,181.02	11,906.55	169,087.57
Todd English	74,990.18	226,373.26	0.00	301,363.44
Wolfgang Puck Express	0.00	103,457.23	0.00	103,457.23
Total	$158,356.09	$982,672.93	$14,550.40	1,155,579.42

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
August 31, 2013

AYD744

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	1,153,640.20
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	1,153,640.20

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____

Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
August 31, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	0.00	344,440.45	0.00	344,440.45
Balducci's To Go	0.00	1,073.16	0.00	1,073.16
Sammy's Beach Bar	72,679.93	52,978.94	0.00	125,658.87
Sapphire Bar	12,150.24	6,342.37	0.00	18,492.61
Starbucks Arrival	0.00	91,318.98	3,254.95	94,573.93
Starbucks Main	0.00	158,314.88	15,352.50	173,667.38
Todd English	73,725.33	211,291.21	0.00	285,016.54
Wolfgang Puck Express	0.00	110,717.26	0.00	110,717.26
Total	$158,555.50	$976,477.25	$18,607.45	1,153,640.20

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
September 30, 2013

AYD744

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	996,612.02
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	996,612.02

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
September 30, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	1,276.00	271,677.94	0.00	272,953.94
Balducci's To Go	0.00	1,287.12	0.00	1,287.12
Sammy's Beach Bar	71,707.15	41,612.87	0.00	113,320.02
Sapphire Bar	15,226.58	6,304.87	0.00	21,531.45
Starbucks Arrival	0.00	79,821.69	3,005.05	82,826.74
Starbucks Main	0.00	130,010.20	16,481.55	146,491.75
Todd English	82,472.06	185,741.78	0.00	268,213.84
Wolfgang Puck Express	0.00	89,987.16	0.00	89,987.16
Total	$170,681.79	$806,443.63	$19,486.60	996,612.02

AYD744

HMS HOST
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HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
October 31, 2013

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	776,894.30
Gross Sales* ($10,000,000.01 to $13,000,000.00)	297,823.92
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	1,074,718.22

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____
Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
October 31, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	11,656.51	284,851.79	0.00	296,508.30
Balducci's To Go	0.00	1,899.12	0.00	1,899.12
Sammy's Beach Bar	73,689.68	40,681.87	0.00	114,371.55
Sapphire Bar	20,822.11	8,092.92	0.00	28,915.03
Starbucks Arrival	0.00	77,577.61	2,284.40	79,862.01
Starbucks Main	0.00	137,419.74	15,096.65	152,516.39
Todd English	93,452.31	212,186.49	0.00	305,638.80
Wolfgang Puck Express	0.00	95,007.02	0.00	95,007.02
Total	$199,620.61	$857,716.56	$17,381.05	1,074,718.22

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HMS HOST
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HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
November 30, 2013

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	0.00
Gross Sales* ($10,000,000.01 to $13,000,000.00)	920,666.36
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	920,666.36

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NP02

By: _____
Mark Ratych
Chief Financial Officer

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HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
November 30, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	10,370.72	244,467.05	0.00	254,837.77
Balducci's To Go	0.00	1,784.50	0.00	1,784.50
Sammy's Beach Bar	56,878.68	33,534.28	0.00	90,412.96
Sapphire Bar	20,528.62	9,060.59	0.00	29,589.21
Starbucks Arrival	0.00	68,759.03	2,491.85	71,250.88
Starbucks Main	0.00	111,146.91	14,833.07	125,979.98
Todd English	78,537.73	184,196.88	0.00	262,734.61
Wolfgang Puck Express	0.00	84,076.45	0.00	84,076.45
Total	$166,315.75	$737,025.69	$17,324.92	$920,666.36

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HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
December 31, 2013

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	0.00
Gross Sales* ($10,000,000.01 to $13,000,000.00)	1,050,304.86
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	1,050,304.86

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HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
December 31, 2013

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	9,180.21	294,082.47	0.00	303,262.68
Balducci's To Go	0.00	1,761.86	0.00	1,761.86
Sammy's Beach Bar	67,924.67	39,049.19	0.00	106,973.86
Sapphire Bar	17,367.58	9,038.59	0.00	26,406.17
Starbucks Arrival	0.00	81,861.84	2,515.05	84,376.89
Starbucks Main	0.00	123,697.73	16,371.00	140,068.73
Todd English	82,992.18	209,269.91	0.00	292,262.09
Wolfgang Puck Express	0.00	95,192.58	0.00	95,192.58
Total	$177,464.64	$853,954.17	$18,886.05	$1,050,304.86

HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
January 31, 2014

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HMS HOST
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	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	922,344.29
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	922,344.29

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

NP02

By: _____
Mark Ratych
Chief Financial Officer

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HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
January 31, 2014

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	8,652.57	269,123.78	0.00	277,776.35
Balducci's To Go	0.00	1,324.74	0.00	1,324.74
Sammy's Beach Bar	56,366.34	37,020.70	0.00	93,387.04
Sapphire Bar	10,396.96	5,780.81	0.00	16,177.77
Starbucks Arrival	0.00	80,987.74	2,110.24	83,097.98
Starbucks Main	0.00	110,257.59	14,687.85	124,945.44
Todd English	69,989.31	173,344.16	0.00	243,333.47
Trafalgar Pub	1,139.08	392.63	0.00	1,531.71
Wolfgang Puck Express	0.00	80,769.79	0.00	80,769.79
Total	$146,544.26	$759,001.94	$16,798.09	$922,344.29

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HMSHost
JFK International Airport - Terminal 7
Port Authority of New York and New Jersey
Statement of Sales and Rental Due
For the Month Ended
February 28, 2014

	Current Month's Sales
Gross Sales* (Up to and including $10,000,000.00)	856,349.51
Gross Sales* ($10,000,000.01 to $13,000,000.00)	0.00
Gross Sales* (Over $13,000,000.01)	0.00
Vending Zoom Electronics	0.00
Vending Zoom All Other Items	0.00
Total	856,349.51

Lessee hereby certifies the foregoing to be true and correct to the best of its knowledge and belief.

By: NP02
Mark Ratych
Chief Financial Officer

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Escalate concerns to:
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Richard Kunkle - VP (240) 694-4328

HMSHost
JFK International Airport
Terminal 7
Analysis of Gross Sales
For the Month Ended
February 28, 2014

	Alcoholic Beverage	Food & Non-Alcoholic Beverage	Merchandise	Total Sales
Balducci's	8,692.82	244,218.47	0.00	252,911.29
Balducci's To Go	0.00	0.00	0.00	0.00
Sammy's Beach Bar	52,352.11	33,054.09	0.00	85,406.20
Sapphire Bar	-0.00	0.00	0.00	0.00
Starbucks Arrival	0.00	58,126.48	1,073.55	59,200.03
Starbucks Main	0.00	96,448.70	10,996.20	107,444.90
Todd English	64,676.19	159,849.09	0.00	224,525.28
Trafalgar Pub	34,436.36	17,917.15	0.00	52,353.51
Wolfgang Puck Express	0.00	74,508.30	0.00	74,508.30
Total	$160,157.48	$684,122.28	$12,069.75	$856,349.51

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
January 31, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	369,602.96	438,507.29	808,110.25
Total	369,602.96	2,938,507.29	3,308,110.25

The foregoing is certified to be true and correct to the best of our knowledge and belief.

NP02

By: _____

Mark Ratych
Chief Financial Officer

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Richard Kunkle - VP (240) 694-4328

HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

January 31, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	35,217.45	35,217.45
Idlewild Wine Bar	50,156.56	50,156.56
Medalist Bar	156,899.03	156,899.03
Sbarro's	51,338.21	51,338.21
Starbucks	75,991.71	75,991.71
Total	$369,602.96	369,602.96

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
February 28, 2013

AYD682

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	301,120.43	808,110.25	1,109,230.68
Total	301,120.43	3,308,110.25	3,609,230.68

The foregoing is certified to be true and correct to the best of our knowledge and belief.

NP02

By: _____

Mark Ratych
Chief Financial Officer

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Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

February 28, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	25,197.66	25,197.66
Idlewild Wine Bar	37,533.78	37,533.78
Medalist Bar	138,165.78	138,165.78
Sbarro's	43,020.70	43,020.70
Starbucks	57,202.51	57,202.51
Total	$301,120.43	301,120.43

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
March 31, 2013

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	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	429,280.00	1,109,230.68	1,538,510.68
Total	429,280.00	3,609,230.68	4,038,510.68

The foregoing is certified to be true and correct to the best of our knowledge and belief.

By: NP02
Mark Ratych
Chief Financial Officer

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HMSHost
JFK International Airport
Terminal 1
Analysis of Gross Sales
For the Month Ended
March 31, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	39,266.29	39,266.29
Idlewild Wine Bar	54,617.85	54,617.85
Medalist Bar	201,922.69	201,922.69
Sbarro's	60,841.85	60,841.85
Starbucks	72,631.32	72,631.32
Total	$429,280.00	429,280.00

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
April 30, 2013

PAYD682

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	434,894.23	1,538,510.68	1,973,404.91
Total	434,894.23	4,038,510.68	4,473,404.91

The foregoing is certified to be true and correct to the best of our knowledge and belief.

By: NP02

Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

April 30, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	45,257.89	45,257.89
Idlewild Wine Bar	61,238.04	61,238.04
Medalist Bar	193,344.20	193,344.20
Sbarro's	61,726.95	61,726.95
Starbucks	73,327.15	73,327.15
Total	$434,894.23	434,894.23

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
May 31, 2013

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	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	540,940.78	1,973,404.91	2,514,345.69
Total	540,940.78	4,473,404.91	5,014,345.69

The foregoing is certified to be true and correct to the best of our knowledge and belief.

By: NP02

Mark Ratych
Chief Financial Officer

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Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

May 31, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	57,486.72	57,486.72
Idlewild Wine Bar	77,801.12	77,801.12
Medalist Bar	236,824.47	236,824.47
Sbarro's	79,455.39	79,455.39
Starbucks	89,373.08	89,373.08
Total	$540,940.78	540,940.78

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
June 30, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	536,759.01	0.00	536,759.01
	0.00	0.00	0.00
Total	536,759.01	0.00	536,759.01

The foregoing is certified to be true and correct to the best of our knowledge and belief.

NP02

By _____

Mark Ratych
Chief Financial Officer

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Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
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Richard Kunkle - VP (240) 694-4328

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JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

June 30, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	58,416.65	58,416.65
Idlewild Wine Bar	69,788.33	69,788.33
Medalist Bar	235,381.66	235,381.66
Sbarro's	89,196.60	89,196.60
Starbucks	83,975.77	83,975.77
Total	$536,759.01	536,759.01

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
July 31, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	529,640.88	536,759.01	1,066,399.89
	0.00	0.00	0.00
Total	529,640.88	536,759.01	1,066,399.89

The foregoing is certified to be true and correct to the best of our knowledge and belief.

By: NP02

Mark Ratych
Chief Financial Officer

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HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

July 31, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	60,065.42	60,065.42
Idlewild Wine Bar	69,724.58	69,724.58
Medalist Bar	222,436.60	222,436.60
Sbarro's	94,961.21	94,961.21
Starbucks	82,453.07	82,453.07
Total	$529,640.88	529,640.88

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
August 31, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	550,558.16	1,066,399.89	1,616,958.05
	0.00	0.00	0.00
Total	550,558.16	1,066,399.89	1,616,958.05

The foregoing is certified to be true and correct to the best of our knowledge and belief.

By: NP02

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Chief Financial Officer

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JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

August 31, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	59,987.58	59,987.58
Idlewild Wine Bar	72,876.31	72,876.31
Medalist Bar	238,512.90	238,512.90
Sbarro's	95,638.44	95,638.44
Starbucks	83,542.93	83,542.93
Total	$550,558.16	550,558.16

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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
September 30, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	495,536.56	1,616,958.05	2,112,494.61
	0.00	0.00	0.00
Total	495,536.56	1,616,958.05	2,112,494.61

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JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

September 30, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	55,210.67	55,210.67
Idlewild Wine Bar	72,094.23	72,094.23
Medalist Bar	228,112.33	228,112.33
Sbarro's	71,865.71	71,865.71
Starbucks	68,253.62	68,253.62
Total	$495,536.56	495,536.56

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HMS HOST
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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
October 31, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	387,505.39	2,112,494.61	2,500,000.00
	105,762.42	0.00	105,762.42
Total	493,267.81	2,112,494.61	2,605,762.42

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NP02

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Chief Financial Officer

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HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

October 31, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	50,107.53	50,107.53
Idlewild Wine Bar	68,164.85	68,164.85
Medalist Bar	240,645.99	240,645.99
Sbarro's	70,582.03	70,582.03
Starbucks	63,767.41	63,767.41
Total	$493,267.81	493,267.81

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HMS HOST
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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
November 30, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	448,598.40	105,762.42	554,360.82
Total	448,598.40	2,605,762.42	3,054,360.82

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By: NP02

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HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

November 30, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	45,503.45	45,503.45
Idlewild Wine Bar	50,923.65	50,923.65
Medalist Bar	228,704.39	228,704.39
Sbarro's	60,649.59	60,649.59
Starbucks	62,817.32	62,817.32
Total	$448,598.40	448,598.40

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HMS HOST
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HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
December 31, 2013

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	501,083.79	554,360.82	1,055,444.61
Total	501,083.79	3,054,360.82	3,555,444.61

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Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

December 31, 2013

	Gross Sales	Total Sales
Greenwich Village Bistro	57,924.43	57,924.43
Idlewild Wine Bar	53,292.18	53,292.18
Medalist Bar	225,039.55	225,039.55
Sbarro's	77,039.78	77,039.78
Starbucks	87,787.85	87,787.85
Total	$501,083.79	501,083.79

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
January 31, 2014

AYD1682

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	466,960.89	1,055,444.61	1,522,405.50
Total	466,960.89	3,555,444.61	4,022,405.50

The foregoing is certified to be true and correct to the best of our knowledge and belief.

NP02

By: _____

Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

January 31, 2014

	Gross Sales	Total Sales
Greenwich Village Bistro	53,264.54	53,264.54
Idlewild Wine Bar	44,957.92	44,957.92
Medalist Bar	206,785.32	206,785.32
Sbarro's	77,015.48	77,015.48
Starbucks	84,937.63	84,937.63
Total	$466,960.89	466,960.89

HMS HOST
Making the Traveler's Day Better®

HMSHost
JFK International Airport - Port Authority
Terminal 1
Statement of Sales and Rental Due
For the Month Ended
February 28, 2014

AYD682

	Current Month's Sales	Sales Through Preceeding Month	Year-to-Date Sales
Gross Sales	0.00	2,500,000.00	2,500,000.00
	364,906.75	1,522,405.50	1,887,312.25
Total	364,906.75	4,022,405.50	4,387,312.25

The foregoing is certified to be true and correct to the best of our knowledge and belief.

By: NP02

Mark Ratych
Chief Financial Officer

Please address questions to:
Alex Abulencia - Sr. Manager (240) 694-4152
Escalate concerns to:
Valerie Brown - Sr. Director (240) 694-4361 or
Richard Kunkle - VP (240) 694-4328

HMSHost

JFK International Airport

Terminal 1

Analysis of Gross Sales

For the Month Ended

February 28, 2014

	Gross Sales	Total Sales
Greenwich Village Bistro	40,331.94	40,331.94
Idlewild Wine Bar	33,484.01	33,484.01
Medalist Bar	175,604.57	175,604.57
Sbarro's	54,057.12	54,057.12
Starbucks	61,429.11	61,429.11
Total	$364,906.75	364,906.75

01/13

AYD 875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR JANUARY 2013

JANUARY 2013 Sales	**$79,251.75**

02/13

HT CAFÉ LTD Eat & Go Istanbul/New York

Date Sold Between 02/01/2013 - 02/28/2013

Date Sold Overall							Total Sales
2/1/2013							$2,857
2/2/2013							$2,561
2/3/2013							$2,521
2/4/2013							$2,963
2/5/2013							$2,202
2/6/2013							$1,060
2/7/2013							$2,897
2/8/2013							$2,771
2/9/2013							$2,500
2/10/2013							$2,623
2/11/2013							$2,995
2/12/2013							$3,070
2/13/2013							$2,652
2/14/2013							$3,003
2/15/2013							$2,566
2/16/2013							$2,411
2/17/2013							$2,887
2/18/2013							$2,680
2/19/2013							$2,385
2/20/2013							$2,177
2/21/2013							$2,980
2/22/2013							$2,650
2/23/2013							$2,699
2/24/2013							$3,450
2/25/2013							$3,001
2/26/2013							$2,925
2/27/2013							$2,944
2/28/2013							$3,086
						total:	$75,516

AYD 875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR MARCH 2013

MARCH 2013 Sales	**$94,730.20**

HT CAFÉ LTD

Eat & Go Istanbul/New York

Date Sold Between 03/01/2013 - 03/31/2013

Date Sold Overall							Total Sales
3/1/2013							$3,636
3/2/2013							$4,001
3/3/2013							$2,852
3/4/2013							$2,366
3/5/2013							$1,900
3/6/2013							$2,310
3/7/2013							$4,101
3/8/2013							$4,560
3/9/2013							$3,652
3/10/2013							$2,963
3/11/2013							$3,064
3/12/2013							$2,025
3/13/2013							$1,960
3/14/2013							$2,453
3/15/2013							$4,028
3/16/2013							$4,257
3/17/2013							$2,541
3/18/2013							$3,154
3/19/2013							$2,900
3/20/2013							$2,963
3/21/2013							$2,403
3/22/2013							$2,882
3/23/2013							$4,698
3/24/2013							$3,588
3/25/2013							$2,875
3/26/2013							$2,715
3/27/2013							$2,805
3/28/2013							$2,301
3/29/2013							$2,250
3/30/2013							$3,056
3/31/2013							$3,471
						total:	$94,730

AYD 875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR APRIL 2013

APRIL

MARCH 2013 Sales **$101,861.00**

HT CAFÉ LTD Eat & Go Istanbul/New York

Date Sold Between 04/01/2013 - 04/30/2013

Date Sold Overall							Total Sales
4/1/2013							$3,201
4/2/2013							$3,566
4/3/2013							$4,002
4/4/2013							$4,231
4/5/2013							$3,770
4/6/2013							$3,669
4/7/2013							$3,100
4/8/2013							$2,952
4/9/2013							$2,851
4/10/2013							$2,696
4/11/2013							$2,876
4/12/2013							$3,488
4/13/2013							$3,563
4/14/2013							$2,980
4/15/2013							$2,833
4/16/2013							$3,765
4/17/2013							$4,828
4/18/2013							$4,691
4/19/2013							$4,003
4/20/2013							$2,788
4/21/2013							$2,600
4/22/2013							$3,003
4/23/2013							$3,550
4/24/2013							$4,010
4/25/2013							$3,899
4/26/2013							$3,458
4/27/2013							$2,459
4/28/2013							$2,367
4/29/2013							$2,863
4/30/2013							$3,799
						total:	$101,861

24/0525

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR MAY 2013

MAY 2013 Sales	$136,469.00

HT CAFÉ LTD Eat & Go Istanbul/New York

Date Sold Between 05/01/2013 - 05/31/2013

Date Sold Overall							*Total Sales*
5/1/2013							*$3,775*
5/2/2013							*$4,066*
5/3/2013							*$5,156*
5/4/2013							*$4,525*
5/5/2013							*$4,216*
5/6/2013							*$4,021*
5/7/2013							*$4,300*
5/8/2013							*$3,710*
5/9/2013							*$3,878*
5/10/2013							*$5,267*
5/11/2013							*$4,111*
5/12/2013							*$4,420*
5/13/2013							*$3,988*
5/14/2013							*$3,584*
5/15/2013							*$4,040*
5/16/2013							*$3,820*
5/17/2013							*$4,201*
5/18/2013							*$5,269*
5/19/2013							*$4,003*
5/20/2013							*$4,900*
5/21/2013							*$4,916*
5/22/2013							*$4,987*
5/23/2013							*$4,635*
5/24/2013							*$4,644*
5/25/2013							*$5,520*
5/26/2013							*$5,053*
5/27/2013							*$3,850*
5/28/2013							*$4,002*
5/29/2013							*$4,010*
5/30/2013							*$4,727*
5/31/2013							*$4,875*
						total:	*$136,469*

AYD 875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR JUNE 2013

JUNE 2013 Sales	**$161,715.00**

HT CAFÉ LTD Eat & Go Istanbul/New York

Date Sold Between 06/01/2013 - 06/30/2013

Date Sold Overall							Total Sales
6/1/2013							$4,699
6/2/2013							$4,390
6/3/2013							$4,995
6/4/2013							$5,522
6/5/2013							$5,210
6/6/2013							$4,800
6/7/2013							$5,612
6/8/2013							$6,001
6/9/2013							$4,774
6/10/2013							$4,876
6/11/2013							$5,498
6/12/2013							$5,126
6/13/2013							$6,306
6/14/2013							$5,903
6/15/2013							$5,932
6/16/2013							$6,066
6/17/2013							$5,026
6/18/2013							$4,590
6/19/2013							$4,875
6/20/2013							$4,631
6/21/2013							$6,003
6/22/2013							$5,718
6/23/2013							$5,013
6/24/2013							$5,020
6/25/2013							$6,127
6/26/2013							$5,835
6/27/2013							$5,374
6/28/2013							$5,988
6/29/2013							$6,100
6/30/2013							$5,705
						total:	$161,715

AYD875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR JULY 2013

JULY 2013 Sales	**$147,748.00**

HT CAFÉ LTD Eat & Go Istanbul/New York

Date Sold Between 07/01/2013 - 07/31/2013

Date Sold Overall							*Total Sales*
7/1/2013							*$4,823*
7/2/2013							*$3,688*
7/3/2013							*$5,096*
7/4/2013							*$4,930*
7/5/2013							*$5,175*
7/6/2013							*$5,001*
7/7/2013							*$4,116*
7/8/2013							*$4,098*
7/9/2013							*$3,012*
7/10/2013							*$4,896*
7/11/2013							*$5,866*
7/12/2013							*$5,259*
7/13/2013							*$4,503*
7/14/2013							*$5,213*
7/15/2013							*$5,316*
7/16/2013							*$3,009*
7/17/2013							*$4,789*
7/18/2013							*$5,965*
7/19/2013							*$5,140*
7/20/2013							*$4,068*
7/21/2013							*$4,873*
7/22/2013							*$4,972*
7/23/2013							*$3,714*
7/24/2013							*$5,211*
7/25/2013							*$5,355*
7/26/2013							*$5,114*
7/27/2013							*$5,288*
7/28/2013							*$5,520*
7/29/2013							*$5,082*
7/30/2013							*$3,020*
7/31/2013							*$5,636*
						total:	*$147,748*

H.T CAFÉ LTD AYD875

MAG PAYMENT AND DETAILS FOR AUGUST 2013

AUGUST 2013 Sales	**$147,155.00**

HT CAFÉ LTD

Eat & Go Istanbul/New York

Date Sold Between 08/01/2013 - 08/31/2013

Date Sold Overall							Total Sales
8/1/2013							$5,012
8/2/2013							$5,529
8/3/2013							$5,290
8/4/2013							$4,877
8/5/2013							$4,610
8/6/2013							$4,002
8/7/2013							$4,867
8/8/2013							$5,023
8/9/2013							$5,639
8/10/2013							$5,231
8/11/2013							$4,112
8/12/2013							$4,368
8/13/2013							$3,718
8/14/2013							$3,896
8/15/2013							$4,766
8/16/2013							$4,867
8/17/2013							$5,013
8/18/2013							$5,050
8/19/2013							$4,258
8/20/2013							$3,977
8/21/2013							$3,690
8/22/2013							$4,755
8/23/2013							$3,878
8/24/2013							$4,170
8/25/2013							$4,682
8/26/2013							$4,781
8/27/2013							$4,404
8/28/2013							$5,320
8/29/2013							$5,969
8/30/2013							$5,978
8/31/2013							$5,423
						total:	$147,155

HT CAFÉ LTD

Eat & Go Istanbul/New York

Date Sold Between 09/01/2013 - 09/30/2013

Date Sold Overall							Total Sales
9/1/2013							$3,654
9/2/2013							$3,602
9/3/2013							$3,203
9/4/2013							$4,112
9/5/2013							$4,012
9/6/2013							$3,987
9/7/2013							$4,316
9/8/2013							$4,378
9/9/2013							$3,019
9/10/2013							$3,001
9/11/2013							$3,648
9/12/2013							$3,785
9/13/2013							$3,225
9/14/2013							$3,000
9/15/2013							$3,896
9/16/2013							$4,013
9/17/2013							$4,078
9/18/2013							$4,427
9/19/2013							$4,118
9/20/2013							$3,600
9/21/2013							$4,021
9/22/2013							$4,223
9/23/2013							$4,450
9/24/2013							$3,856
9/25/2013							$4,514
9/26/2013							$3,966
9/27/2013							$4,025
9/28/2013							$4,780
9/29/2013							$4,015
9/30/2013							$4,447
						total:	$117,371

AYD875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR SEPTEMBER 2013

SEPTEMBER 2013 Sales **$117,371.00**

AYD875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR OCTOBER 2013

OCTOBER 2013 Sales	**$129,753.00**

AYD 875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR NOVEMBER 2013

NOVEMBER 2013 Sales	$121,295.00

HT CAFÉ LTD

Eat & Go Istanbul/New York

Date Sold Between 11/01/2013 - 11/30/2013

Date Sold Overall							Total Sales
11/1/2013							$4,668
11/2/2013							$4,139
11/3/2013							$4,980
11/4/2013							$4,042
11/5/2013							$3,981
11/6/2013							$4,500
11/7/2013							$4,044
11/8/2013							$4,816
11/9/2013							$4,715
11/10/2013							$4,310
11/11/2013							$4,543
11/12/2013							$4,213
11/13/2013							$4,233
11/14/2013							$3,669
11/15/2013							$4,201
11/16/2013							$3,786
11/17/2013							$4,026
11/18/2013							$3,307
11/19/2013							$3,887
11/20/2013							$3,233
11/21/2013							$4,116
11/22/2013							$3,888
11/23/2013							$3,875
11/24/2013							$4,261
11/25/2013							$3,764
11/26/2013							$3,366
11/27/2013							$3,504
11/28/2013							$3,350
11/29/2013							$3,777
11/30/2013							$4,101
						total:	$121,295

H.T CAFÉ LTD AYD875

MAG PAYMENT AND DETAILS FOR DECEMBER 2013

DECEMBER 2013 Sales	$186,455.00

HT CAFÉ LTD

Eat & Go Istanbul/New York

Date Sold Between 12/01/2013 - 12/31/2013

Date Sold Overall							Total Sales
12/1/2013							$4,561
12/2/2013							$5,617
12/3/2013							$4,980
12/4/2013							$4,577
12/5/2013							$5,067
12/6/2013							$7,216
12/7/2013							$6,025
12/8/2013							$6,399
12/9/2013							$6,741
12/10/2013							$6,114
12/11/2013							$5,778
12/12/2013							$7,003
12/13/2013							$5,023
12/14/2013							$5,233
12/15/2013							$5,230
12/16/2013							$6,879
12/17/2013							$7,524
12/18/2013							$7,816
12/19/2013							$7,050
12/20/2013							$7,077
12/21/2013							$7,063
12/22/2013							$8,112
12/23/2013							$7,055
12/24/2013							$7,172
12/25/2013							$6,587
12/26/2013							$6,513
12/27/2013							$5,064
12/28/2013							$4,986
12/29/2013							$4,014
12/30/2013							$4,000
12/31/2013							$3,979
						total:	$186,455

AYD875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR JANUARY 2014

JANUARY 2014 Sales	$132,217.00

HT CAFÉ LTD Eat & Go Istanbul/New York

Date Sold Between 01/01/2013 - 01/31/2013

Date Sold Overall							Total Sales
1/1/2014							$3,465
1/2/2014							$5,040
1/3/2014							$8,265
1/4/2014							$5,500
1/5/2014							$4,900
1/6/2014							$5,325
1/7/2014							$4,925
1/8/2014							$4,886
1/9/2014							$5,013
1/10/2014							$5,682
1/11/2014							$3,745
1/12/2014							$4,407
1/13/2014							$3,687
1/14/2014							$3,409
1/15/2014							$4,358
1/16/2014							$4,795
1/17/2014							$5,026
1/18/2014							$4,457
1/19/2014							$3,887
1/20/2014							$2,695
1/21/2014							$3,016
1/22/2014							$2,834
1/23/2014							$3,485
1/24/2014							$5,010
1/25/2014							$3,951
1/26/2014							$3,723
1/27/2014							$3,908
1/28/2014							$2,787
1/29/2014							$3,001
1/30/2014							$2,901
1/31/2014							$4,134
						total:	$132,217

AYD875

H.T CAFÉ LTD

MAG PAYMENT AND DETAILS FOR FEBRUARY 2014

FEBRUARY 2014 Sales	**$112,060.00**

HUDSON GROUP - KEELEE JFK TERMINAL 7, JV
1 MEADOWLANDS PLAZA, SUITE 902
EAST RUTHERFORD, NJ 07073
Contact Person: Rafael Albano (201) 939-5050 ext. 2490

British Airways Plc
c/o Unison-MAXIMUS
Terminal 7
JFK International Airport
Jamaica, NY 11430

Port Authority
P.O. Box 17309
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AYB8761

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cc: Mario Scorcia

Do not pay British Air Min Rent until notified that enplanements equal or exceed 1,800,000
see lease section 2.01 (a)

						Specialty Stores R2B, R3, R4, R5							
JDA Check Dist# 53	Month of	226 Temp News R-2A	273 Arrivals A-1	105 Newstand R-15	100 Newstand R-6	100 Books R-5	132 Tumi R-4	209 Discover NY R-10/R-2B	973 Juicy Couture	Less Phone	RDA Income	Advertising Income	Gross Receipts
721,957.00	January 2013	295,896.24	38,895.70	0.00	240,642.03	51,551.60	44,718.99	14,486.54	35,763.90	(210.00)	0.00	28,881.29	$750,628.29
649,303.54	February 2013	265,213.02	30,286.16		217,931.80	44,881.05	43,267.70	11,481.62	36,242.38	(190.00)	0.00	28,707.75	$677,821.29
839,541.36	March 2013	338,052.05	44,679.13		291,264.88	59,132.86	45,201.20	19,475.70	41,715.54	(1,030.00)	0.00	30,805.38	$869,316.74
897,525.22	April 2013	354,574.08	45,369.61		311,786.63	65,508.21	56,888.00	20,008.12	43,430.57	(2,139.98)	0.00	32,888.38	$928,273.62
1,078,020.69	May 2013	414,216.76	54,027.15		382,350.10	81,178.26	70,053.00	25,441.24	47,754.08	(1,869.97)	0.00	36,734.51	$1,112,885.23
1,076,456.24	June 2013	407,484.29	80,883.25		388,788.86	80,527.67	65,889.20	22,998.58	51,896.37	(1,559.98)	0.00	41,772.44	$1,116,668.70
1,041,915.25	July 2013	369,452.38	54,887.43		369,977.69	79,395.92	65,130.20	23,259.84	50,011.79	(709.99)	0.00	34,760.80	$1,075,966.06
1,133,990.05	August 2013	426,757.81	63,222.15		366,607.25	80,064.83	65,830.00	25,665.83	65,842.18	(1,819.97)	0.00	26,947.65	$1,159,117.73
994,767.03	September 2013	402,225.78	53,641.40		341,890.52	65,730.59	69,282.40	26,334.45	35,851.91	(1,359.99)	0.00	33,833.82	$1,027,230.86
1,025,198.69	October 2013	411,724.04	48,398.50		335,258.17	64,222.22	80,695.40	25,022.90	41,879.48	(869.98)	0.00	41,861.84	$1,066,190.56
862,774.23	November 2013	354,724.75	37,548.89		279,072.20	62,139.26	67,200.70	27,483.23	34,605.18	(849.99)	0.00	43,831.49	$905,755.73
888,806.46	December 2013	360,261.78	49,448.89		300,561.81	66,533.84	59,427.70	22,585.23	29,887.61	(739.98)	0.00	29,946.67	$918,013.15
0.00	Y/E Adjustments												$0.00
11,210,245.76	Totals	$4,420,582.96	$589,096.06	$0.00	$3,844,111.56	$820,866.44	$758,564.49	$264,343.28	$514,680.97	($13,349.83)	$0.00	$410,972.02	$11,607,867.95
									$11,000,000.00				
11,210,245.76													
0.00						$1,641,774.21		148,646.77	$0.05				
						0.16							

AYB8761

HUDSON GROUP - KEELEE JFK TERMINAL 7, JV
1 MEADOWLANDS PLAZA, SUITE 902
EAST RUTHERFORD, NJ 07073
Contact Person: Rafael Albano (201) 939-5050 ext. 2490

British Airways Plc
c/o Unison-MAXIMUS
Terminal 7
JFK International Airport
Jamaica, NY 11430

Port Authority
P.O. Box 17309
Newark, NJ 07194

Linda Irizarry
lirizarry@unisonmaximus.com
Ph: (718) 425-5661
Fax: (718) 425-5664

Catherine Wang
Cwang@Panynj.gov
Ph: (201) 216-6284
Fax: (201) 595-4031

cc: Mario Scorcia

Do not pay British Air Min Rent until notified that enplanements equal or exceed 1,800,000
see lease section 2.01 (a)

						Specialty Stores R2B, R3, R4, R5							
JDA Check Dist# 53	Month of	226 Temp News R-2A	273 Arrivals A-1	105 Newstand R-15	100 Newstand R-6	100 Books R-5	132 Tumi R-4	209 Discover NY R-10/R-2B	973 Juicy Couture	Less Phone	RDA Income	Advertising Income	Gross Receipts
796,248.40	January 2014	317,625.32	42,851.52	0.00	262,429.21	50,860.37	65,816.90	24,229.67	32,435.41	(479.98)	-	22,405.64	$819,174.06
754,724.71	February 2014	310,629.10	34,910.51		242,019.47	51,175.80	63,050.85	21,138.38	31,800.80	(299.99)	-	69,436.58	$823,861.30
0.00	March 2014	<1>	<1>		<1>					<1>	-	<1>	$0.00
0.00	April 2014										-		$0.00
0.00	May 2014										-		$0.00
0.00	June 2014					135,365.03					-		$0.00
0.00	July 2014										-		$0.00
0.00	August 2014										-		$0.00
0.00	September 2014										-		$0.00
0.00	October 2014										-		$0.00
0.00	November 2014										-		$0.00
0.00	December 2014										-		$0.00
0.00	Y/E Adjustments												$0.00
1,550,973.11	Totals	$628,254.42	$77,762.03	$0.00	$504,448.68	$102,036.17	$128,867.75	$45,368.05	$64,236.01	($779.97)	$0.00	$91,842.22	$1,642,035.36

$11,000,000.00

11,210,245.76

$276,271.97
0.15

(9,659,272.95)

$0.04

Terminal 1 Group Association
Terminal 1 Bldg. 55
JFK International Airport
Jamaica, NY 11430

Port Authority of NY & NJ
P.O. BOX 17309
NEWARK, NJ 07194-0001

JFK Terminal 1

Revised

RR 10 RR 20

Check JFK to JDA Dist # 56	2013-2014	All other stores News & Gifts (less CAT B) Category A	0525-06/09 0550-02 ADV Category A	Less Excise Tax	Less Phone Cards	Total A Sales	A Sales @ 15%	All other stores News & Gifts Gifts, Souv, Apparel Category B	B Sales @ 29%	906 Specialty Harley Davidson	907 Specialty Tumi Leather	909 Specialty Michael Kors	941 Specialty Victoria's Secret	946 Specialty Juicy Couture
1,916,217.13	May	817,858.84	36,071.90	(3,773.25)	(1,250.00)	848,907.49	127,336.12	255,686.43	74,149.06	87,567.81	131,631.80	311,519.29	205,889.10	106,063.86
1,770,847.19	June	823,259.01	35,541.25	(4,217.85)	(1,300.00)	853,282.41	127,992.36	215,140.06	62,390.62	76,567.00	110,828.20	263,230.20	190,233.36	91,589.36
1,885,794.11	July	882,991.83	33,424.89	(4,018.95)	(900.00)	911,497.77	136,724.67	238,251.77	69,093.01	80,905.93	120,153.70	260,921.06	199,386.03	103,183.79
1,976,087.91	August	903,706.49	33,729.03	(4,609.80)	(1,150.00)	931,675.72	139,751.36	264,399.70	76,675.91	101,245.42	116,921.00	258,674.96	240,598.95	90,541.39
1,811,175.52	September	821,281.80	39,163.53	(4,644.90)	(1,140.00)	854,660.43	128,199.06	227,015.41	65,834.47	85,002.78	124,421.80	234,097.78	242,820.23	76,535.72
1,937,428.46	October	843,779.40	36,406.20	(4,054.05)	(690.00)	875,441.55	131,316.23	245,935.62	71,321.33	87,373.54	151,548.60	282,014.80	238,499.70	88,276.80
1,728,066.26	November	745,190.51	39,185.91	(3,550.95)	(780.00)	780,045.47	117,006.82	218,922.99	63,487.67	89,746.76	138,200.85	239,557.55	229,605.43	66,842.17
1,692,139.34	December	813,587.50	35,437.11	(4,527.90)	(940.00)	843,556.71	126,533.51	197,855.35	57,378.05	78,970.56	100,422.90	241,849.88	205,215.86	54,237.29
	Y/E Adjustments													
1,564,028.39	January	718,813.40	7,780.98	(4,130.10)	(560.00)	721,904.28	108,285.64	214,102.92	62,089.85	80,831.05	102,053.05	216,071.77	177,137.88	55,018.32
1,300,533.77	February	592,784.42	36,402.21	(2,345.85)	(810.00)	626,030.78	93,904.62	162,125.06	47,016.27	64,999.02	90,158.35	194,933.14	146,841.42	48,692.36
0.00	March	-	-	-	-	-	-	-	-	-	-	-	-	-
0.00	April	-	-	-	-	-	-	-	-	-	-	-	-	-
0.00	Lease Y/E Adj													
17,582,318.08	Year to date	7,963,253.20	333,143.01	(39,873.60)	(9,520.00)	8,247,002.61	1,237,050.39	2,239,435.31	649,436.24	833,209.87	1,186,340.25	2,502,870.43	2,076,227.96	780,981.06

Terminal 1 Group Association
Terminal 1 Bldg. 55
JFK International Airport
Jamaica, NY 11430

Port Authority of NY & NJ
P.O. BOX 17309
NEWARK , NJ 07194-0001

AYE 169

JFK Terminal 1

544,700.00

Check JFK to JDA Dist # 56	2012-2013	All other stores News & Gifts (Less CAT B) Category A	0525-06/09 0560-02 ADV Category A	Less Excise Tax	Less Phone Cards	Total A Sales	A Sales @ 15%	All other stores News & Gifts Gifts, Souv, Apparel Category B	B Sales @ 29%	906 Specialty Harley Davidson	907 Specialty Tumi Leather	909 Specialty Michael Kors	941 Specialty Victoria's Secret	946 Specialty Juicy Couture	Total Cumm C Sales
1,455,533.04	May	547,484.79	19,594.66	(3,352.05)	(1,230.00)	562,497.40	84,374.61	202,010.19	58,582.96	59,811.95	116,558.50	234,503.78	194,480.83	100,683.00	706,038.06
1,546,958.64	June	701,357.04	22,839.15	(4,153.50)	(1,760.00)	718,282.69	107,742.40	234,175.21	67,910.81	60,556.43	108,646.00	196,495.83	165,521.33	80,206.80	1,317,464.45
1,680,366.74	July	793,915.62	18,638.35	(4,118.40)	(1,380.00)	807,055.57	121,058.34	240,675.40	69,795.87	71,473.83	109,937.00	175,362.67	204,612.62	84,389.40	1,963,240.17
1,731,640.19	August	769,309.84	21,075.09	(4,013.10)	(1,170.00)	805,201.83	120,780.27	259,612.52	75,287.63	80,419.99	110,445.00	162,842.27	230,890.97	98,119.60	2,645,958.00
1,624,059.07	September	714,741.58	20,517.87	(3,937.05)	(1,400.00)	729,922.40	109,488.36	238,540.37	69,176.71	76,249.65	123,695.00	162,295.14	203,246.63	85,290.70	3,316,735.12
1,558,300.71	October	678,844.96	19,175.49	(3,153.15)	(1,070.00)	693,797.30	104,069.60	228,155.95	66,165.23	76,905.38	128,415.50	191,027.29	175,420.93	79,530.70	3,968,034.92
1,436,583.42	November	643,124.05	17,368.18	(3,006.90)	(920.00)	656,565.33	98,484.80	204,544.33	59,317.86	76,595.47	106,728.50	169,500.07	160,987.00	77,104.00	4,558,949.96
1,380,521.00	December	660,874.37	16,948.81	(2,778.75)	(320.00)	674,724.43	101,208.66	187,608.66	54,406.51	62,615.81	82,107.99	166,558.76	165,555.61	55,200.00	5,090,987.93
	Y/E Adjustments						0.00		0.00						
1,298,444.57	January	566,170.39	20,233.06	(3,248.89)	(750.00)	582,404.56	87,360.68	181,421.01	52,612.09	65,083.09	90,205.90	185,318.73	133,470.65	76,774.80	5,641,841.10
1,131,758.38	February	500,091.57	18,939.30	(2,491.01)	(640.00)	516,899.86	77,384.98	144,233.03	41,827.58	59,736.54	64,949.50	151,125.52	137,658.50	73,963.70	6,129,274.86
1,467,386.32	March	637,467.34	19,647.46	(2,551.99)	(800.00)	653,762.81	98,064.42	190,220.00	55,163.80	74,124.72	87,578.90	238,154.68	156,337.98	83,502.70	6,768,973.84
1,592,379.61	April	728,177.00	15,953.42	(3,029.06)	(8,780.00)	732,321.36	109,848.20	152,927.36	44,348.93	78,937.45	98,594.30	259,653.36	197,068.76	77,021.38	7,480,249.09
0.00	Lease Y/E Adj					10		20				40			
17,905,931.67	Year to date	7,961,558.55	230,930.84	(39,833.85)	(20,220.00)	8,132,435.54	1,219,865.32	2,464,124.03	714,595.98	842,510.11	1,227,862.09	2,312,838.30	2,125,251.81	971,786.78	

AYD814

FAX COVER SHEET

Date: 03/03/14 Page(s): 2

To: Catherine Wang From: Alexandra Miguel-Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov

Re: ILJ JFK, LLC FEBRUARY SALE REPORT

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments:

Please find copy of sale report for the above month.

APW JFK 5 $151,969.73

If you have any questions, please give me a call.

Thank you.

Sales Forecast Report For JFK 5 Tech Showcase 2.0As Of 28-Feb-2014

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	1990	$87,611.36
DELL	0	$0.00
Handheld Units	161	$14,224.37
IT Equipment	0	$0.00
Laptop Accessories	58	$3,233.83
Media	0	$0.00
Memory	88	$3,848.12
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	3	$379.95
Portable Audio/Video	10	$411.90
Power Solutions	859	$39,599.55
Prepaid	24	$1,554.76
Products	0	$0.00
Software	5	$1,539.95
Speakers	2	$69.94
Coupon	206	($504.00)
	3406	**$151,969.73**

AYD814

FAX COVER SHEET

Date: 02/03/14 Page(s): 2

To: Catherine Wang From: Alexandra Miguel-Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov

Re: ILJ JFK, LLC JANUARY SALE REPORT

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments:

Please find copy of sale report for the above month.

APW JFK 5 $139,315.54

If you have any questions, please give me a call.

Thank you.

Sales Forecast Report For JFK 5 Tech Showcase 2.0As Of 31-Jan-2014

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	1715	$75,417.71
DELL	0	$0.00
Handheld Units	182	$15,714.93
IT Equipment	0	$0.00
Laptop Accessories	63	$2,710.75
Media	0	$0.00
Memory	58	$2,484.43
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	0	$0.00
Portable Audio/Video	1	$49.99
Power Solutions	910	$40,705.63
Prepaid	19	$689.81
Products	0	$0.00
Software	5	$2,299.95
Speakers	7	$459.79
Coupon	287	($1,217.45)
	3247	$139,315.54

FAX COVER SHEET

AYD814

Date: 01/02/14 Page(s): 2

To: Catherine Wang From: Alexandra Miguel-Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov

Re: ILJ JFK, LLC DECEMBER SALE REPORT

Urgent For Review Please Comment Please Reply Please Recycle

•Comments:

Please find copy of sale report for the above month.

APW JFK 5 $196,612.77

If you have any questions, please give me a call.

Thank you.

Sales Forecast Report For JFK 5 Tech Showcase 2.0As Of 31-Dec-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	2394	$105,466.75
DELL	0	$0.00
Handheld Units	398	$38,660.52
IT Equipment	0	$0.00
Laptop Accessories	63	$2,675.29
Media	0	$0.00
Memory	95	$3,676.15
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	0	$0.00
Portable Audio/Video	13	$539.87
Power Solutions	1014	$44,958.04
Prepaid	28	$1,805.22
Products	0	$0.00
Software	1	$9.97
Speakers	3	$75.95
Coupon	1040	($1,254.99)
	5049	**$196,612.77**

AYD814

FAX COVER SHEET

Date: 12/02/13 Page(s): 2

To: Catherine Wang From: Alexandra Miguel-Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov

Re: ILJ JFK, LLC NOVEMBER SALE REPORT

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments:

Please find copy of sale report for the above month.

APW JFK 5 $186,178.00

If you have any questions, please give me a call.

Thank you.

Sales Forecast Report For JFK 5 Tech Showcase 2.0As Of 30-Nov-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	2183	$107,830.66
DELL	0	$0.00
Handheld Units	295	$29,617.38
IT Equipment	0	$0.00
Laptop Accessories	85	$4,723.81
Media	0	$0.00
Memory	74	$3,173.83
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	0	$0.00
Portable Audio/Video	3	$139.97
Power Solutions	921	$40,274.80
Prepaid	43	$2,639.57
Products	0	$0.00
Software	0	$0.00
Speakers	2	$237.98
Coupon	661	($2,460.00)
	4267	**$186,178.00**

AYD814

FAX COVER SHEET

Date: 11/01/13 Page(s): 2

To: Catherine Wang From: Alexandra Miguel-Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov

Re: ILJ JFK, LLC OCTOBER SALE REPORT

Urgent For Review Please Comment Please Reply Please Recycle

•Comments:

Please find copy of sale report for the above month.

APW JFK 5 $161,291.49

If you have any questions, please give me a call.

Thank you.

Sales Forecast Report For JFK 5 Tech Showcase 2.0As Of 31-Oct-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	1901	$88,872.01
DELL	0	$0.00
Handheld Units	176	$20,172.48
IT Equipment	0	$0.00
Laptop Accessories	83	$4,366.03
Media	0	$0.00
Memory	90	$3,908.02
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	2	$339.98
Portable Audio/Video	20	$859.80
Power Solutions	937	$39,586.80
Prepaid	44	$2,776.50
Products	0	$0.00
Software	3	$1,179.97
Speakers	4	$219.90
Coupon	307	($990.00)
	3567	**$161,291.49**

AYD814

FAX COVER SHEET

Date: 10/01/13 Page(s): 1

To: Catherine Wang From: Alexandra Miguel-Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov

Re: IIJ JFK, LLC SEPTEMBER SALE REPORT

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments:

Please find copy of sale report for the above month.

APW JFK $ $162,790.67

If you have any questions, please give me a call.

Thank you.

Sales Forecast Report For JHK Tech Showcases Of 30-Sep-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	1894	$94,693.32
DELL	2	$799.98
Handheld Units	106	$12,685.43
IT Equipment	0	$0.00
Laptop Accessories	85	$4,487.37
Media	0	$0.00
Memory	71	$2,660.29
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	3	$469.97
Portable Audio/Video	9	$359.91
Power Solutions	965	$43,874.75
Prepaid	40	$2,004.60
Products	0	$0.00
Software	1	$14.98
Speakers	3	$739.97
Coupon	36	$0.00

APW BRANDS

ILJ

A40814

FAX COVER SHEET

Date: 09/03/2013 Page (s): 2

To: Catherine Wang From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov Phone: N/A

Re: AUGUST 2013 ILJ JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please find copy of sales report for the above month.

TSC JFK 5 $202,659.17

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 31-Aug-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	2529	$126,071.57
DELL	0	$0.00
Handheld Units	112	$12,856.82
IT Equipment	0	$0.00
Laptop Accessories	102	$4,901.73
Media	0	$0.00
Memory	125	$5,064.25
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	9	$1,283.90
Portable Audio/Video	13	$535.87
Power Solutions	1131	$49,259.82
Prepaid	40	$2,348.30
Products	0	$0.00
Software	0	$0.00
Speakers	6	$654.91
Coupon	95	($318.00)
	4162	**$202,659.17**

AYD 814

FAX COVER SHEET

Date: 08/01/2013 Page (s): 2

To: Catherine Wang From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov Phone: N/A

Re: JULY 2013 IN JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please find copy of sales report for the above month.

TSC JFK 5 $182,462.09

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 31-Jul-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	2458	$106,719.85
DELL	0	$0.00
Handheld Units	102	$12,388.62
IT Equipment	0	$0.00
Laptop Accessories	87	$5,138.53
Media	0	$0.00
Memory	116	$4,364.54
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	12	$2,039.88
Portable Audio/Video	9	$379.91
Power Solutions	1188	$48,347.23
Prepaid	35	$2,358.59
Products	0	$0.00
Software	0	$0.00
Speakers	3	$724.94
Coupon	13	$0.00
	4023	**$182,462.09**

AYD814

FAX COVER SHEET

Date: 07/01/2013

Page (s): 2

To: Catherine Wang

From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031

Email: cwang@panynj.gov

Phone: N/A

Re: JUNE 2013 ILJ JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please find copy of sales report for the above month.

TSC JFK 5 $180,801.72

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 30-Jun-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	2221	$105,478.85
Handheld Units	113	$12,660.36
IT Equipment	0	$0.00
Laptop Accessories	86	$4,998.01
Media	0	$0.00
Memory	125	$4,827.95
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	6	$1,013.14
Portable Audio/Video	9	$379.91
Power Solutions	1201	$48,204.10
Prepaid	49	$2,579.51
Products	0	$0.00
Software	1	$179.99
Speakers	4	$479.90
Coupon	14	$0.00
	3829	**$180,801.72**

FAX COVER SHEET

AYD814

Date: 06/03/2013

Page (s): 2

To: Catherine Wang

From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031

Email: cwang@panynj.gov

Phone: N/A

Re: MAY 2013 IIJ JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please find copy of sales report for the above month.

TSC JFK 5 $178,479.79

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 31-May-2013

Category	Quantity Month To D	Sales Month To Date
Activations	0	$0.00
Cellular Accessories	2171	$104,915.62
Handheld Units	117	$15,232.83
IT Equipment	0	$0.00
Laptop Accessories	76	$4,948.71
Media	0	$0.00
Memory	103	$4,296.97
Non-Inventory	0	$0.00
Phone Repair	0	$0.00
Photo	13	$2,096.27
Portable Audio/Video	0	$0.00
Power Solutions	1019	$43,918.49
Prepaid	52	$2,355.98
Products	0	$0.00
Software	2	$314.97
Speakers	2	$399.95
	3555	**$178,479.79**

FAX COVER SHEET

Date: 05/01/2013

Page (s): 2

To: Catherine Wang

From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031

Email: cwang@panynj.gov

Phone: N/A

Re: APRIL 2013 ILJ JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments: AP/D814

Please find copy of sales report for the above month.

TSC JFK 5 $130,314.87

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 30-Apr-2013

Category	Quantity Month To Date	Sales Month To Date
Cellular Accessories	1594	$76,195.59
Power Solutions	655	$26,639.75
Handheld Units	129	$19,959.69
Memory	67	$2,936.33
Laptop Accessories	40	$1,263.10
Prepaid	25	$1,079.75
Portable Audio/Video	21	$835.79
Photo	6	$959.94
Speakers	2	$84.95
Software	2	$359.98
Products	0	$0.00
Phone Repair	0	$0.00
Non-Inventory	0	$0.00
Media	0	$0.00
IT Equipment	0	$0.00
Activations	0	$0.00
	2541	**$130,314.87**

FAX COVER SHEET

Date: 0/01/2013 Page (s): 2

To: Catherine Wang From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov Phone: N/A

Re: MARCH 2013 ILJ JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please find copy of sales report for the above month. AYD 814

TSC JFK 5 $202,122.51

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 31-Mar-2013
[Date: 01-Apr-2013 09:21 AM]

Category	Quantity Month To Date	Sales Month To Date
Cellular Accessories	2434	$116,997.28
Power Solutions	878	$37,121.68
Handheld Units	202	$38,837.98
Memory	80	$2,889.60
Laptop Accessories	62	$2,007.79
Prepaid	31	$1,178.69
Portable Audio/Video	28	$1,210.72
Photo	8	$1,279.92
Speakers	5	$598.85
Software	0	$0.00
Products	0	$0.00
Phone Repair	0	$0.00
Non-Inventory	0	$0.00
Media	0	$0.00
IT Equipment	0	$0.00
Activations	0	$0.00
	3728	$202,122.51

FAX COVER SHEET

Date: 03/01/2013 Page (s): 2

To: Catherine Wang From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov Phone: N/A

Re: FEBRUARY 2013 IU JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please find copy of sales report for the above month.

TSC JFK 5 $147,372.33

AYD 814

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 28-Feb-2013
[Date: 01-Mar-2013 08:40 AM]

Category	Quantity Month To Date	Sales Month To Date
Cellular Accessories	1682	$77,686.12
Power Solutions	636	$27,599.49
Handheld Units	241	$36,500.56
Memory	60	$1,785.60
Laptop Accessories	41	$1,780.07
Portable Audio/Video	22	$884.78
Prepaid	17	$594.83
Speakers	5	$489.91
Software	2	$35.98
Photo	1	$14.99
Products	0	$0.00
Phone Repair	0	$0.00
Non-Inventory	0	$0.00
Media	0	$0.00
IT Equipment	0	$0.00
Company Issued	0	$0.00
Activations	0	$0.00
	2707	**$147,372.33**

AYD814

FAX COVER SHEET

Date: 02/01/2013 Page (s): 2

To: Catherine Wang From: Alexandra Miguel – Office Manager

Fax #: 201-595-4031 Email: cwang@panynj.gov Phone: N/A

Re: JANUARY 2013 ILJ JFK, LLC MONTHLY SALE SREPORT

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Please find copy of sales report for the above month.

TSC JFK 5 $142,618.64

If you have any questions, please give me a call.

Thank you.

3260 Fairlane Farms Road # 8, Wellington, FL 33414, Phone 561.204.4964, Fax 561.204.4974
www.apwbrands.com

Sales Forecast Report For JFK 5 Tech ShowcaseAs Of 31-Jan-2013
[Date: 01-Feb-2013 08:28 AM]

Category	Quantity Month To Date	Sales Month To Date
Cellular Accessories	1475	$76,251.39
Power Solutions	590	$25,638.97
Handheld Units	227	$34,680.56
Memory	66	$2,109.32
Laptop Accessories	43	$2,212.98
Portable Audio/Video	16	$665.84
Prepaid	14	$514.86
Speakers	9	$234.79
Photo	7	$309.93
Software	0	$0.00
Products	0	$0.00
Phone Repair	0	$0.00
Non-Inventory	0	$0.00
Media	0	$0.00
IT Equipment	0	$0.00
Company Issued	0	$0.00
Activations	0	$0.00
	2447	**$142,618.64**

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306
cwang@panynj.gov
jajia@panynj.gov

2/12/14

FEBRUARY 7,2014
RENT REPORT FOR THE MONTH OF JANUARY 2014

SALES ↓

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	3,467,882.70	(307.19)	95,237.46	**3,562,812.97**
Estee Lauder	AYC 887R	551,232.44	(38.00)		**551,194.44**
Ferragamo new lease#	AYE 247	225,580.90	(1,220.00)		**224,360.90**
Aeroshop	AYD 247	237,087.84			**237,087.84**
Crew Sales	AYD 611	455,227.31			**455,227.31**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	148,440.90			**148,440.90**
Lease year 4/1-3/31					
Cartier	AYD 375R	872,230.35			**872,230.35**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	767,935.45	(2,400.00)		**765,535.45**
Lease year 10/1-9/30					
Bulgari	AYD 271R	240,980.10			**240,980.10**
Lease year 3/1-2/28					
L'Occitane	AYD520R	78,956.30			**78,956.30**
Lease year 12/1-11/30					
Time IS	AYE213	298,041.75			**298,041.75**
Lease year 7/1-6/30					
COACH	AYE248	232,077.84	(458.00)		**231,619.84**
TOTALS		**7,575,673.88**	**(4,423.19)**	**95,237.46**	**7,666,488.15**

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov
jajia@panynj.gov

JANUARY 8,2014
RENT REPORT FOR THE MONTH OF DECEMBER 2013

SALES ↓↓

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	4,350,904.15	(3,048.00)	109,599.62	**4,457,455.77**
Estee Lauder	AYC 887R	804,362.63	(133.20)		**804,229.43**
Ferragamo new lease#	AYE 247	256,387.90			**256,387.90**
Aeroshop	AYD 247	148,134.00			**148,134.00**
Crew Sales	AYD 611	513,371.81			**513,371.81**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	136,929.05			**136,929.05**
Lease year 4/1-3/31					
Cartier	AYD 375R	740,195.00			**740,195.00**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	1,049,837.30			**1,049,837.30**
Lease year 10/1-9/30					
Bulgari	AYD 271R	342,129.90	(1,861.76)		**167,558.05**
					172,710.09
					340,268.14
Lease year 3/1-2/28					
L'Occitane	AYD520R	106,235.90			**54,993.60**
					51,242.30
					106,235.9
Lease year 12/1-11/30					
Time IS	AYE213	319,133.25			**319,133.25**
Lease year 7/1-6/30					
COACH	AYE248	253,588.14			**253,588.14**
TOTALS		**9,021,209.03**	**(5,042.96)**	**109,599.62**	**9,125,765.69**

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov
jajia@panynj.gov

DECEMBER 6,2013
RENT REPORT FOR THE MONTH OF NOVEMBER 2013

Sales

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	3,812,395.30	(440.00)	150,174.97	3,962,130.27
Estee Lauder	AYC 887R	693,249.70	(180.00)		693,069.70
Ferragamo new lease#	AYE 247	279,399.60			279,399.60
Aeroshop	AYD 247	138,859.80			138,859.80
Crew Sales	AYD 611	519,443.23			519,443.23
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	204,643.95			204,643.95
Lease year 4/1-3/31					
Cartier	AYD 375R	591,757.75			591,757.75
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	883,291.85	(607.50)		882,684.35
Lease year 10/1-9/30					
Bulgari	AYD 271R	289,849.65	(1,505.50)		255,902.20
					32,441.95
Lease year 3/1-2/28					288,344.15
L'Occitane	AYD520R	86,522.60			86,522.60
Lease year 12/1-11/30					
Time IS	AYE213	523,329.95			523,329.95
Lease year 7/1-6/30					
COACH	AYE248	288,006.18			288,006.18
TOTALS		8,310,749.56	(2,733.00)	150,174.97	8,458,191.53

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov
jajia@panynj.gov

NOVEMBER 5,2013
RENT REPORT FOR THE MONTH OF OCTOBER 2013

Sales ↓

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	4,579,883.71	(321.60)	35,706.90	**4,615,269.01**
Estee Lauder	AYC 887R	911,333.63			**911,333.63**
Ferragamo new lease#	AYE 247	379,751.50			**379,751.50**
Aeroshop	AYD 247	186,652.45			**186,652.45**
Crew Sales	AYD 611	451,270.80			**451,270.80**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	244,404.20			**244,404.20**
Lease year 4/1-3/31					
Cartier	AYD 375R	1,057,246.25			**1,057,246.25**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	1,195,923.20	(390.00)		**1,195,533.20**
Lease year 10/1-9/30					
Bulgari	AYD 271R	394,097.80			**394,097.80**
Lease year 3/1-2/28					
L'Occitane	AYD520R	90,942.10		90,942.10 <	**32,458.30** **58,483.80**
Lease year 12/1-11/30					
Time IS	AYE213	654,903.75			**654,903.75**
Lease year 7/1-6/30					
COACH	AYE248	364,425.62			**364,425.62**
TOTALS		**10,510,835.01**	**(711.60)**	**35,706.90**	**10,545,830.31**

T1

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

9-Oct-13

RENT REPORT FOR THE MONTH OF SEPTEMBER 2013

LOCATION		Revenues	Refunds	Other Income	SALES Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	3,987,901.75	(3,075.40)	78,783.26	**4,063,609.61**
Estee Lauder	AYC 887R	646,014.90			**646,014.90**
Ferragamo new lease#	AYE 247	318,439.25		318,439.25	**8,884.40**
					309,554.85
Aeroshop	AYD 247	148,688.65			**148,688.65**
Crew Sales	AYD 611	489,899.55			**489,899.55**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	196,590.75			**196,590.75**
Lease year 4/1-3/31					
Cartier	AYD 375R	752,693.25			**752,693.25**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	1,045,961.00	(40.00)		**1,045,921.00**
Lease year 10/1-9/30					
Bulgari	AYD 271R	356,010.00			**356,010.00**
Lease year 3/1-2/28					
L'Occitane	AYD520R	80,129.70			**80,129.70**
Lease year 12/1-11/30					
Time IS	AYE213	518,867.80			**518,867.80**
Lease year 7/1-6/30					
COACH	AYE248	292,967.45	(228.00)	292,739.45	**147,953.00**
					144,786.45
TOTALS		**8,834,164.05**	**(3,343.40)**	**78,783.26**	**8,909,603.91**

CORRECTED VERSION FROM TENANT - NOW AGREES WITH WHAT

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov
jajia@panynj.gov

SEPTEMBER 9,2013
RENT REPORT FOR THE MONTH OF AUGUST 2013

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	4,343,197.50	(713.25)	84,624.39	**4,427,108.64**
Estee Lauder	AYC 887R	900,276.12	(659.25)		**899,616.87**
Ferragamo new lease#	AYE 247	342,072.90			**150,957.30**
					191,115.60
Aeroshop	AYD 247	166,269.70			**166,269.70**
Crew Sales	AYD 611	474,475.00			**474,475.00**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	273,783.05	(815.00)		**21,804.25**
					200,000.00
					51,163.80
Lease year 4/1-3/31					
Cartier	AYD 375R	1,102,179.75			**1,102,179.75**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	1,152,691.90			**1,152,691.90**
Lease year 10/1-9/30					
Bulgari	AYD 271R	417,440.60			**417,440.60**
Lease year 3/1-2/28					
L'Occitane	AYD520R	112,230.70			**112,230.70**
Lease year 12/1-11/30					
Time IS	AYE213	674,533.65			**674,533.65**
Lease year 7/1-6/30					
COACH	AYE248	402,585.60			**350,538.60**
					52,047.00
TOTALS		**10,361,736.47**	**(2,187.50)**	**84,624.39**	**10,444,173.36**

T1

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov

AUGUST 2,2013
RENT REPORT FOR THE MONTH OF JULY 2013

Sales

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	4,017,146.64	(1,476.10)	37,120.53	**4,052,791.07**
Estee Lauder	AYC 887R	735,947.66	(15.90)		**735,931.76**
Ferragamo new lease#	AYE 247	245,766.80			**245,766.80**
Aeroshop	AYD 247	150,554.90	(41.00)		**150,513.90**
Crew Sales	AYD 611	431,199.72			**431,199.72**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	216,019.25	(105.00)		**215,914.25**
Lease year 4/1-3/31					
Cartier	AYD 375R	834,674.00	(1,626.25)		**833,047.75**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	861,191.75	(365.00)		**860,826.75**
Lease year 10/1-9/30					
Bulgari	AYD 271R	265,820.10			**265,820.10**
Lease year 3/1-2/28					
L'Occitane	AYD520R	84,687.70			**84,687.70**
Lease year 12/1-11/30					
Time IS	AYE213	525,225.90			**525,225.90**
Lease year 7/1-6/30					
COACH	AYE248	299,461.40			**299,461.40**
TOTALS		**8,667,695.82**	**(3,629.25)**	**37,120.53**	**8,701,187.10**

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov

JULY 10,2013
RENT REPORT FOR THE MONTH OF JUNE 2013

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	4,094,103.68	(313.00)	42,976.49	**4,136,767.17**
Estee Lauder	AYC 887R	852,625.64			**852,625.64**
Ferragamo new lease#	AYE 247	253,275.90			**253,275.90**
Aeroshop	AYD 247	138,489.40			**138,489.40**
Crew Sales	AYD 611	547,192.09			**547,192.09**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	176,608.60			**176,608.60**
Lease year 4/1-3/31					
Cartier	AYD 375R	862,386.90			**862,386.90**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	1,023,788.60			**1,023,788.60**
Lease year 10/1-9/30					
Bulgari	AYD 271R	369,712.40			**369,712.40**
Lease year 3/1-2/28					
L'Occitane	AYD520R	97,592.50			**97,592.50**
Lease year 12/1-11/30					
Time IS	AYE213	695,113.00			**695,113.00**
Lease year 7/1-6/30					
COACH	AYE248	320,705.86			**320,705.86**
TOTALS		**9,431,594.57**	**(313.00)**	**42,976.49**	**9,474,258.06**

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov

JUNE 7,2013
RENT REPORT FOR THE MONTH OF MAY 2013

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	4,712,212.14	210.90	117,617.49	**4,830,040.53**
Estee Lauder	AYC 887R	909,000.20			**909,000.20**
Ferragamo new lease#	AYE 247	323,031.40			**323,031.40**
Aeroshop	AYD 247	149,701.77			**149,701.77**
Crew Sales	AYD 611	642,777.09			**642,777.09**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	235,672.90			**235,672.90**
Lease year 4/1-3/31					
Cartier	AYD 375R	884,843.75	(5,443.75)		**134,731.00**
					744,669.00
Lease year 3/1-2/28					379.400
Hermes new lease #	AYE 140	1,108,610.70	650.00		**404,223.08**
					705,037.62
Lease year 10/1-9/30					1,109,260.
Bulgari	AYD 271R	351,749.60			**351,749.60**
Lease year 3/1-2/28					
L'Occitane	AYD520R	90,928.20			**90,928.20**
Lease year 12/1-11/30					
Time IS	AYE213	515,117.00			**515,117.00**
Lease year 7/1-6/30					
COACH	AYE248	362,079.10	(358.00)		**361,721.10**
TOTALS		**10,285,723.85**	**(4,940.85)**	**117,617.49**	**10,398,400.49**

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
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VALLEY STREAM, NY 11581

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JERSEY CITY, NJ 07306

cwang@panynj.gov

MAY 10,2013
RENT REPORT FOR THE MONTH OF APRIL 2013

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	3,603,676.72	(270.90)	92,461.94	3,695,867.76
Estee Lauder	AYC 887R	579,295.65			579,295.65
Ferragamo new lease#	AYE 247	244,121.85			244,121.85
Aeroshop	AYD 247	151,972.30			151,972.30
Crew Sales	AYD 611	780,494.75			780,494.75
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	163,285.50			163,285.50
Lease year 4/1-3/31					
Cartier	AYD 375R	715,269.00			650,000.00 65,269.00
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	741,339.95	(650.00)	740,689.95	644,913.03 95,776.92
Lease year 10/1-9/30					
Bulgari	AYD 271R	293,321.50			293,321.50
Lease year 3/1-2/28					
L'Occitane	AYD520R	67,726.80			67,726.80
Lease year 12/1-11/30					
Time IS	AYE213	453,629.50			453,629.50
Lease year 7/1-6/30					
COACH	AYE248	279,165.00	(498.00)		278,667.00
TOTALS		8,073,298.52	(1,418.90)	92,461.94	8,164,341.56

Terminal 1

INTERNATIONAL SHOPPES LLC (formerly Isata LLC)
540 ROCKAWAY AVE
VALLEY STREAM, NY 11581

PORT AUTHORITY
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306

cwang@panynj.gov

APRIL 4,2013
RENT REPORT FOR THE MONTH OF MARCH 2013

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	3,396,453.67	(163.77)	78,569.30	**3,474,859.20**
Cosmetic	AYC 887R	537,238.95	(140.00)		**537,098.95**
Ferragamo new lease#	AYE 247	271,387.00			**271,387.00**
Aeroshop	AYD 247	139,459.80			**139,459.80**
Crew Sales	AYD 611	704,449.46			**704,449.46**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	141,787.43	(130.00)		**141,657.43**
Lease year 4/1-3/31					
Cartier	AYD 375R	683,460.75			**683,460.75**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	855,086.97	(31.00)		**855,055.97**
Lease year 10/1-9/30					
Bulgari	AYD 271R	245,642.20	(3,500.06)		**242,142.14**
Lease year 3/1-2/28					
L'Occitane	AYD520R	84,246.10			**84,246.10**
Lease year 12/1-11/30					
Time IS	AYE213	322,040.00			**322,040.00**
Lease year 7/1-6/30					
COACH	AYE248	253,836.48			**253,836.48**
TOTALS		**7,635,088.81**	**(3,964.83)**	**78,569.30**	**7,709,693.28**

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MARCH 7,2013
RENT REPORT FOR THE MONTH OF FEBRUARY 2013

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	2,919,884.51	(616.20)	24,015.63	**2,943,283.94**
Cosmetic	AYC 887R	553,736.28			**553,736.28**
Ferragamo new lease#	AYE 247	236,948.42			**236,948.42**
Aeroshop	AYD 247	134,725.02			**134,725.02**
Crew Sales	AYD 611	566,475.43			**566,475.43**
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	114,892.45			**114,892.45**
Lease year 4/1-3/31					
Cartier	AYD 375R	692,859.20	(5,177.00)		**687,682.20**
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	832,485.85			**832,485.85**
Lease year 10/1-9/30					
Bulgari	AYD 271R	360,214.80			**360,214.80**
Lease year 3/1-2/28					
L'Occitane	AYD520R	66,949.20			**66,949.20**
Lease year 12/1-11/30					
Time IS	AYE213	328,207.50			**328,207.50**
Lease year 7/1-6/30					
COACH	AYE248	219,346.70			**219,346.70**
TOTALS		**7,026,725.36**	**(5,793.20)**	**24,015.63**	**7,044,947.79**

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FEBRUARY 6,2013
RENT REPORT FOR THE MONTH OFJANUARY 2013

LOCATION		Revenues	Refunds	Other Income	Lease Total
Lease year 6/1-5/31					
Duty Free	AYC 888R	2,989,238.05	(6,479.00)	28,440.00	3,011,199.05
Cosmetic	AYC 887R	467,875.25	(40.00)		467,835.25
Ferragamo new lease#	AYE 247	98,203.10			98,203.10
Aeroshop	AYD 247	125,557.50			125,557.50
Crew Sales	AYD 611	650,933.96			650,933.96
Lease year 5/1-4/30					
Mont Blanc	AYD 637R	111,741.25			111,741.25
Lease year 4/1-3/31					
Cartier	AYD 375R	595,268.50	(5,100.00)		590,168.50
Lease year 3/1-2/28					
Hermes new lease #	AYE 140	667,554.80			667,554.80
Lease year 10/1-9/30					
Bulgari	AYD 271R	262,455.60			262,455.60
Lease year 3/1-2/28					
L'Occitane	AYD520R	61,900.10			61,900.10
Lease year 12/1-11/30					
Time IS	AYE213	276,345.00			276,345.00
Lease year 7/1-6/30					
COACH	AYE248	183,012.20			183,012.20
TOTALS		6,490,085.31	(11,619.00)	28,440.00	6,506,906.31

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Port Authority of NY & NJ
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Jersey City, NJ 07306
Att: Catherine

JetBlue Duty Free Shop **IS BEAUTY 2014**

JANUARY
AYD 815

FEBRUARY 7,2014

	20 OTHER INCOME	50 COSMETICS TREATMENTS	30 SUNGLASSES	40 FRAGRANCES	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,000.00	75,137.30	2,760.00	80,009.96	**158,907.26**
LESS REFUNDS					-
ADJUSTED REVENUES	**1,000.00**	**75,137.30**	2,760.00	**80,009.96**	**158,907.26**

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AYD 815

FEBRUARY 7,2014

JetBlue Duty Free Shop
Terminal 5
JANUARY

2014

	10 SALES	20 OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	841,760.44	26,137.74	867,898.18
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS		-	-
Discounts in excess of 1% of sales revenues	-		-
ADJUSTED REVENUES	841,760.44	26,137.74	867,898.18

YTD SALES(1/1/14 TO 1/31/14) 867,898.18

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JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

FEBRUARY 7,2014 **JANUARY**

30

	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	25,245.15
LESS REFUNDS	-
ADJUSTED REVENUES	**25,245.15**

KIOSK 2	
YTD SALES (1/1/14 TO 1/31/14)	**25,245.15**

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JetBlue Duty Free Shop IS BEAUTY
DECEMBER 2013
AYD 815

JANUARY 9,2014

	COSMETICS TREATMENTS (50)	SUNGLASSES (30)	FRAGRANCES (40)	TOTALS
REVENUES (EXCLUDES SALES TAX)	105,402.50	3,329.00	153,387.71	**262,119.21**
LESS REFUNDS				-
ADJUSTED REVENUES	**105,402.50**	3,329.00	**153,387.71**	**262,119.21**

YTD SALES(2/1/13 TO 12/31/13) **2,002,037.39**

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AYD 815

JANUARY 9,2013

JetBlue Duty Free Shop
Terminal 5
DECEMBER 2013

	SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX) SALES RUNG UP IN IS BEAUTY FOR DF	1,621,649.04	10,299.66	1,631,948.70
LESS REFUNDS	(999.97)	-	(999.97)
Discounts in excess of 1% of sales revenues	-		-
ADJUSTED REVENUES	1,620,649.07	10,299.66	1,630,948.73

YTD SALES(1/1/13 TO 12/31/13) 13,338,338.40

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JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

JANUARY 9,2014 **DECEMBER**

	30 KIOSK 1 Gourmet SALES	30 KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	0	36,520.75
LESS REFUNDS	-	-
ADJUSTED REVENUES	-	**36,520.75**

KIOSK 1		
YTD SALES (1/1/13 TO 11/30/13)	**141,619.72**	**CLOSED**
KIOSK 2		
YTD SALES (1/1/13 TO 12/31/13)	**336,413.99**	

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JetBlue Duty Free Shop IS BEAUTY
NOVEMBER 2013 AYD 815

DECEMBER 6,2013

	COSMETICS TREATMENTS (50)	SUNGLASSES (30)	FRAGRANCES (40)	TOTALS
REVENUES (EXCLUDES SALES TAX)	97,178.80	1,900.00	102,217.71	**201,296.51**
LESS REFUNDS				-
ADJUSTED REVENUES	**97,178.80**	1,900.00	**102,217.71**	**201,296.51**

YTD SALES(2/1/13 TO 11/30/13) **1,739,918.18**

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AYD 815

DECEMBER 6,2013

JetBlue Duty Free Shop
Terminal 5
NOVEMBER

	2013 SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,138,027.19	69,375.01	**1,207,402.20**
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS	(88.00)	-	**(88.00)**
Discounts in excess of 1% of sales revenues	-		-
ADJUSTED REVENUES	**1,137,939.19**	**69,375.01**	**1,207,314.20**

YTD SALES(1/1/13 TO 11/30/13) **11,707,389.67**

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JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

DECEMBER 6,2013 **NOVEMBER**

		30	30
		KIOSK 1 Gourmet SALES	**KIOSK 2 Sunglasses SALES**
REVENUES (EXCLUDES SALES TAX)		1,335.30	6,460.20
LESS REFUNDS		-	-
ADJUSTED REVENUES		**1,335.30**	**6,460.20**

KIOSK 1	
YTD SALES (1/1/13 TO 11/30/13)	**141,619.72**
KIOSK 2	
YTD SALES (1/1/13 TO 11/30/13)	**299,893.24**

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JetBlue Duty Free Shop IS BEAUTY

NOVEMBER 6,2013

OCTOBER **2013** **AYD 815**

	COSMETICS TREATMENTS (50)	SUNGLASSES (30)	FRAGRANCES (40)	TOTALS
REVENUES (EXCLUDES SALES TAX)	82,299.65	2,464.00	95,200.04	**179,963.69**
LESS REFUNDS				-
ADJUSTED REVENUES	**82,299.65**	2,464.00	**95,200.04**	**179,963.69**

YTD SALES(2/1/13 TO 10/31/13) **1,538,621.67**

INTERNATIONAL SHOPPES LLC
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AYD 815

November 6,2013

JetBlue Duty Free Shop
Terminal 5
OCTOBER

		2013 10 SALES	20 OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX) SALES RUNG UP IN IS BEAUTY FOR DF		1,028,697.56	9,606.90	**1,038,304.46**
				-
LESS REFUNDS	reversal of refund	222.09	-	**222.09**
Discounts in excess of 1% of sales revenues		-		-
ADJUSTED REVENUES		**1,028,919.65** ✓	**9,606.90** ✓	**1,038,526.55**

YTD SALES(1/1/13 TO 10/31/13) **10,500,075.47**

INTERNATIONAL SHOPPES LLC
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JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

NOVEMBER 6,2013 **OCTOBER**

		30	30
		KIOSK 1 Gourmet SALES	**KIOSK 2 Sunglasses SALES**
REVENUES (EXCLUDES SALES TAX)		12,446.68	19,556.90
LESS REFUNDS		-	-
ADJUSTED REVENUES		**12,446.68**	**19,556.90**

KIOSK 1	
YTD SALES (1/1/13 TO 10/31/13)	**140,284.42**
KIOSK 2	
YTD SALES (1/1/13 TO 10/31/13)	**293,433.04**

AYD815

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JetBlue Duty Free Shop IS BEAUTY

OCTOBER 9,2013

~~SEPTEMBER~~ **2013**

	COSMETICS TREATMENTS (50)	**SUNGLASSES** (~~AYD 815~~ 30)	**FRAGRANCES** (40)	**TOTALS**
REVENUES (EXCLUDES SALES TAX)	69,220.59	954.00	85,153.73	**155,328.32**
LESS REFUNDS				-
ADJUSTED REVENUES	**69,220.59**	954.00	**85,153.73**	**155,328.32**

YTD SALES(2/1/13 TO 9/30/13) **1,358,657.98**

INTERNATIONAL SHOPPES LLC
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AYD 815

OCTOBER 9,2013

JetBlue Duty Free Shop
Terminal 5
SEPTEMBER

	2013 10 SALES	20 OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	945,126.71	12,083.34	**957,210.05**
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS	(536.92)	-	**(536.92)**
Discounts in excess of 1% of sales revenues	-		-
ADJUSTED REVENUES	**944,589.79**	**12,083.34**	**956,673.13**

YTD SALES(1/1/13 TO 9/30/13) **9,461,548.92**

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AYD815

JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

OCTOBER 9,2013 **SEPTEMBER** 30 30

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	12,677.20	26,110.35
LESS REFUNDS	-	-
ADJUSTED REVENUES	**12,677.20**	**26,110.35**

KIOSK 1	
YTD SALES (1/1/13 TO 9/30/13)	**127,837.74**
KIOSK 2	
YTD SALES (1/1/13 TO 9/30/13)	**273,876.14**

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JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

SEPTEMBER 9,2013 **AUGUST**

		30 KIOSK 1 Gourmet SALES	30 KIOSK 2 Sunglasses SALES	
REVENUES (EXCLUDES SALES TAX)		17,436.31	33,669.10	17,436.31 33,669.10 2,290.00
LESS REFUNDS		-	-	$53,395.41
ADJUSTED REVENUES		**17,436.31**	**33,669.10**	

KIOSK 1	
YTD SALES (1/1/13 TO 8/31/13)	**115,160.54**
KIOSK 2	
YTD SALES (1/1/13 TO 8/31/13)	**247,765.79**

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Att: Catherine

AUGUST 10,2013

JetBlue Duty Free Shop IS BEAUTY
AUGUST 2013 AYD 815

SEPTEMBER 9,2013

	COSMETICS TREATMENTS (50)	SUNGLASSES (30)	FRAGRANCES (40)	TOTALS
REVENUES (EXCLUDES SALES TAX)	94,233.95	2,290.00	123,703.25	**220,227.20**
LESS REFUNDS				-
ADJUSTED REVENUES	**94,233.95**	2,290.00	**123,703.25**	**220,227.20**

YTD SALES(2/1/13 TO 8/31/13) **1,203,329.66**

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AYD 815

SEPTEMBER 9,2013

JetBlue Duty Free Shop
Terminal 5
AUGUST

	2013 SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,221,065.87	24,124.43	**1,245,190.30**
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS	79.81	-	**79.81**
Discounts in excess of 1% of sales revenues	-		-
ADJUSTED REVENUES	**1,221,145.68**	**24,124.43**	**1,245,270.11**

YTD SALES(1/1/13 TO 8/31/13) **8,504,875.79**

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AYD 815

AUGUST 2,2013

JetBlue Duty Free Shop
Terminal 5
JULY 10 2013

20

	SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,264,300.88	22,520.53	1,286,821.41
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS	(641.64)	-	(641.64)
Discounts in excess of 1% of sales revenues	-		-
ADJUSTED REVENUES	1,263,659.24	22,520.53	1,286,179.77

YTD SALES(1/1/13 TO 7/31/13) 7,259,605.68

INTERNATIONAL SHOPPES LLC
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AUGUST 10,2013

JetBlue Duty Free Shop IS BEAUTY
JULY 2013 AYD 815

AUGUST 2,2013	COSMETICS TREATMENTS (50)	SUNGLASSES (30)	FRAGRANCES (40)	TOTALS
REVENUES (EXCLUDES SALES TAX)	87,508.03	3,750.00	105,926.20	197,184.23
LESS REFUNDS				-
ADJUSTED REVENUES	87,508.03	3,750.00	105,926.20	197,184.23

YTD SALES(2/1/13 TO 7/31/13) 983,102.46

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JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

AUGUST 2,2013 JULY

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
	30	30
REVENUES (EXCLUDES SALES TAX)	18,540.66	37,964.35
LESS REFUNDS	-	-
ADJUSTED REVENUES	18,540.66	37,964.35

KIOSK 1	
YTD SALES (1/1/13 TO 7/31/13)	97,724.23
KIOSK 2	
YTD SALES (1/1/13 TO 7/31/13)	214,096.69

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AYD 815

JULY 10,2013

JetBlue Duty Free Shop
Terminal 5
JUNE **2013**

	SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,004,827.76	12,976.49	**1,017,804.25**
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS		-	-
Discounts in excess of 1% of sales revenues			-
ADJUSTED REVENUES	**1,004,827.76**	**12,976.49**	**1,017,804.25**

YTD SALES(1/1/13 TO 6/30/13) **5,973,425.91**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

JetBlue Airways Corp
19 Old Kings Highway South
Darien, Ct. 06820
Att: Accounts Payable

JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

JULY 11,2013 **JUNE**

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	15,873.94	36,835.46
LESS REFUNDS	-	-
ADJUSTED REVENUES	**15,873.94**	**36,835.46**

KIOSK 1	
YTD SALES (1/1/13 TO 6/30/13)	**79,183.57**
KIOSK 2	
YTD SALES (1/1/13 TO 6/30/13)	**176,132.34**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

JetBlue Airways Corp
19 Old Kings Highway South
Darien, Ct. 06820
Att: Accounts Payable

July 10,2013

JetBlue Duty Free Shop IS BEAUTY
June 2013 **AYD 815**

	COSMETICS TREATMENTS	SUNGLASSES	FRAGRANCES	TOTALS
REVENUES (EXCLUDES SALES TAX)	86,083.20	5,305.95	92,133.20	**183,522.35**
LESS REFUNDS				-
ADJUSTED REVENUES	**86,083.20**	5,305.95	**92,133.20**	**183,522.35**

YTD SALES(2/1/13 TO 6/30/13) **785,918.23**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

wang@panynj.gov

AYD 815

JUNE 10,2013

JetBlue DF
Terminal 5
MAY 2013

	SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,105,989.17	97,067.43	**1,203,056.60**
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS (REVERSED)	(248.33)	-	**(248.33)**
Discounts in excess of 1% of sales revenues			-
ADJUSTED REVENUES	**1,105,740.84**	**97,067.43**	**1,202,808.27**

YTD SALES(1/1/13 TO 5/31/13) **4,955,621.66**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

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One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

JUNE 10,2013 MAY

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	17,226.04	30,777.00
LESS REFUNDS	-	-
ADJUSTED REVENUES	**17,226.04**	**30,777.00**

KIOSK 1	
YTD SALES (1/1/13 TO 5/31/13)	63,309.63
KIOSK 2	
YTD SALES (1/1/13 TO 5/31/13)	139,296.88

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

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Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

June 10,2013

JetBlue Duty Free Shop IS BEAUTY
MAY 2013 AYD 815

	COSMETICS TREATMENTS	SUNGLASSES	FRAGRANCES	TOTALS
REVENUES (EXCLUDES SALES TAX)	101,569.40	2,700.00	105,258.25	**209,527.65**
LESS REFUNDS (REVERSED)			(50.00)	**(50.00)**
ADJUSTED REVENUES	**101,569.40**	2,700.00	**105,208.25**	**209,477.65**

YTD SALES(2/1/13 TO 5/31/13) **602,395.88**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

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One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

wang@panynj.gov

AYD 815

MAY 10,2013

JetBlue DF
Terminal 5
APRIL **2013**

	SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,070,958.07	4,261.97	**1,075,220.04**
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS (REVERSED)	(60.00)	-	**(60.00)**
Discounts in excess of 1% of sales revenues			-
ADJUSTED REVENUES	**1,070,898.07**	**4,261.97**	**1,075,160.04**

Revised

YTD SALES(1/1/13 TO 4/30/13) **3,752,813.39**

Balance due 129.75

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

MAY 10,2013 APRIL

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	13,842.53	33,766.72
LESS REFUNDS	-	-
ADJUSTED REVENUES	**13,842.53**	**33,766.72**

KIOSK 1	
YTD SALES (1/1/13 TO 4/30/13)	46,083.59
KIOSK 2	
YTD SALES (1/1/13 TO 4/30/13)	108,519.88

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
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One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

AYD 815 JetBlue DF IS BEAUTY
Terminal 5
APRIL 2013

	COSMETICS TREATMENTS	FRAGRANCES	TOTALS
REVENUES (EXCL. SALES TAX)	96,889.46	85,543.60	**182,433.06**
LESS REFUNDS (REVERSED)	-	-	-
ADJUSTED REVENUES	**96,889.46**	**85,543.60**	**182,433.06**

YTD SALES(2/1/13 TO 4/30/13) **392,918.23**

CODE 601135

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

wang@panynj.gov

AYD 815

MAY 10,2013

JetBlue DF
Terminal 5
APRIL 2013

	SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,070,093.07	4,261.97	**1,074,355.04**
SALES RUNG UP IN IS BEAUTY FOR DF			-
LESS REFUNDS (REVERSED)	(60.00)	-	**(60.00)**
Discounts in excess of 1% of sales revenues			-
ADJUSTED REVENUES	**1,070,033.07**	**4,261.97**	**1,074,295.04**

YTD SALES(1/1/13 TO 4/30/13) 3,751,948.39

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

cwang@panynj.gov

Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

AYD 815

APRIL 8,2013

JetBlue Duty Free Shop
Terminal 5
MARCH

IS BEAUTY

2013

	COSMETICS TREATMENTS	FRAGRANCES	TOTALS
REVENUES (EXCLUDES SALES TAX)	73,166.10	47,617.55	**120,783.65**
LESS REFUNDS (REVERSED)	-	-	-
ADJUSTED REVENUES	**73,166.10**	**47,617.55**	**120,783.65**

YTD SALES(2/1/13 TO 3/31/13) **210,485.17**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

JetBlue Airways Corp
19 Old Kings Highway South
Darien, Ct. 06820
Att: Accounts Payable

JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

APRIL 8,2013 **MARCH**

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	12,554.65	31,427.60
LESS REFUNDS	-	-
ADJUSTED REVENUES	**12,554.65**	**31,427.60**

KIOSK 1	
YTD SALES (1/1/13 TO 3/31/13)	**32,241.06**
KIOSK 2	
YTD SALES (1/1/13 TO 3/31/13)	**74,753.16**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

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One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

cwang@panynj.gov

AYD 815

APRIL 8,2013

JetBlue Duty Free Shop
Terminal 5
MARCH

	2013 SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	1,007,942.94	41,694.46	**1,049,637.40**
SALES RUNG UP IN IS BEAUTY FOR DF	6,596.50		**6,596.50**
LESS REFUNDS (REVERSED)	-	-	-
Discounts in excess of 1% of sales revenues			-
ADJUSTED REVENUES	**1,014,539.44**	**41,694.46**	**1,056,233.90**
	10	20	

YTD SALES(1/1/13 TO 3/31/13) **2,677,653.35**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

JetBlue Duty Free Shop Terminal 5 KIOSKS

AYD 815

MARCH 7,2013 FEBRUARY

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	9,713.59	22,590.51
LESS REFUNDS	-	-
ADJUSTED REVENUES	9,713.59	22,590.51

KIOSK 1
YTD SALES (1/1/13 TO 2/28/13) 19,686.41
KIOSK 2
YTD SALES (1/1/13 TO 2/28/13) 43,325.56

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

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One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

cwang@panynj.gov

AYD 815

MARCH 7,2013

JetBlue Duty Free Shop
Terminal 5
FEBRUARY

	2013 SALES	**OTHER INCOME**	**TOTALS**
REVENUES (EXCLUDES SALES TAX)	879,401.96	25,965.67	**905,367.63**
LESS IS BEAUTY SALES	(89,701.52)		**(89,701.52)**
LESS REFUNDS (REVERSED)	(407.70)	-	**(407.70)**
Discounts in excess of 1% of sales revenues			-
ADJUSTED REVENUES	**789,292.74**	**25,965.67**	**815,258.41**

YTD SALES(1/1/13 TO 2/28/13) **1,621,419.45**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

PORT AUTHORITY OF NY & NJ
ONE PATH PLAZA 6TH FLOOR
JERSEY CITY, NJ 07306
ATT: CATHERINE

cwang@panynj.gov

JFK Concessions Moore, Inc.

MARCH 7,2013

I S STYLE SHOP
AYD 898

	FEBRUARY	REPORT
REVENUES (EXCLUDES SALES TAX)		69,208.79
OTHER INCOME		-
LESS REFUNDS(REVERSED)		
ADJUSTED REVENUES		**69,208.79**
No sales over exemption $ 1,541,226		-

YTD SALES (07/01/12- 2/28/13) **840,482.35**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

cwang@panynj.gov

AYD 815 **JetBlue Duty Free Shop Terminal 5**

FEBRUARY 6 ,2013 **JANUARY 2013**

	SALES	OTHER INCOME	TOTALS
REVENUES (EXCLUDES SALES TAX)	804,386.04	944.10	**805,330.14**
LESS REFUNDS (REVERSED)	(529.88)	-	**(529.88)**
Discounts in excess of 1% of sales revenues	1,360.78		**1,360.78**
ADJUSTED REVENUES	**805,216.94**	**944.10**	**806,161.04**

YTD SALES(1/1/13 TO 1/31/13) **806,161.04**

INTERNATIONAL SHOPPES LLC
540 ROCKAWAY AVE
VALLEY STREAM, NEW YORK 11581

TELE 516-872-5797 EXT 111

Port Authority of NY & NJ
One Path Plaza 6th Floor
Jersey City, NJ 07306
Att: Catherine

JetBlue Duty Free Shop Terminal 5 KIOSKS
AYD 815

FEBRUARY 6,2013 JANUARY

	KIOSK 1 Gourmet SALES	KIOSK 2 Sunglasses SALES
REVENUES (EXCLUDES SALES TAX)	9,972.82	20,735.05
LESS REFUNDS	-	-
ADJUSTED REVENUES	**9,972.82**	**20,735.05**

KIOSK 1
YTD SALES (1/1/13 TO 1/31/13) 9,972.82
KIOSK 2
YTD SALES (1/1/13 TO 1/31/13) 20,735.05

AYD996

DATE: 04/03/13

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2090811002
R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

105862

SITE: 031/2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521306
ADDRESS PANY & NJ
PO BOX 95000-1556
PHILADELPHIA, PA 19195-1556

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: APRIL 2012 TO MARCH 2013

SALES FOR THE LEASE YEAR:

APRIL	131,476.06	
MAY	141,333.21	
JUNE	172,154.06	
JULY	195,993.50	
AUGUST	189,613.84	
SEPTEMBER	166,894.40	
OCTOBER	138,234.70	
NOVEMBER	148,110.27	
DECEMBER	159,804.98	
JANUARY	152,328.85	
FEBRUARY	121,727.07	
MARCH	166,874.55	
TOTAL	1,884,545.49	TOTAL
LESS: NON-PRODUCT	7,198.53	
ADJUSTED TOTAL	1,877,346.96	

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

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DATE: 03/05/14

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LEASE NO 2090811002
R7528 PAGE 1

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

SITE: 031/2139
ADDRESS
JFK AIRPORT TERMINAL 1
JAMAICA, NY 11430

VENDOR# 00030521306
ADDRESS PANY & NJ
PO BOX 95000-1556
PHILADELPHIA, PA 19195-1556

PAYMENT FREQUENCY: MONTHLY LEASE YEAR: APRIL 2013 TO MARCH 2014

SALES FOR THE LEASE YEAR:

APRIL	170,194.57	
MAY	195,520.79	
JUNE	218,067.20	
JULY	233,946.26	
AUGUST	228,208.90	
SEPTEMBER	196,278.81	
OCTOBER	176,799.40	
NOVEMBER	144,281.91	
DECEMBER	192,840.89	
JANUARY	184,258.15	
FEBRUARY	137,854.44	
TOTAL	2,078,251.32	TOTAL
LESS: NON-PRODUCT	0.00	
ADJUSTED TOTAL	2,078,251.32	

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
MCDONALD'S CORPORATION
REAL ESTATE FRANCHISING ACCOUNTING

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DATE: 01/06/14

AYB8768

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

INTERNAL: ACTG CTR 0025 PCT CD PI
LEASE NO 2100202003
R7528 PAGE 1

SITE: 031/2219
ADDRESS
BRITISH INTERNATIONAL TERMINAL 7
JAMAICA, NY 11430

VENDOR# 00031573728
ADDRESS THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PO BOX 95000
PHILADELPHIA, PA 19195-1517

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2013 TO DECEMBER 2013

SALES FOR THE LEASE YEAR:

JANUARY	201,623.75	
FEBRUARY	176,144.00	
MARCH	222,514.56	
APRIL	228,129.09	
MAY	254,488.46	
JUNE	257,335.45	
JULY	257,894.77	
AUGUST	285,533.47	
SEPTEMBER	234,180.47	
OCTOBER	227,622.38	
NOVEMBER	192,935.51	
DECEMBER	231,193.59	
TOTAL	2,769,595.50	TOTAL
LESS: NON-PRODUCT	0.00	
ADJUSTED TOTAL	2,769,595.50	

COMMENTS:
PURSUANT TO AN AGREEMENT BETWEEN MCDONALD'S CORPORATION (OR A WHOLLY OWNED SUBSIDIARY) AND YOU, WE ARE SUBMITTING THIS REPORT WHICH DOCUMENTS THE GROSS SALES FOR THE LEASE YEAR FOR THE RESTAURANT INDICATED ABOVE. THE TOTAL GROSS SALES AS STATED ARE SUBJECT TO CORRECTIONS THAT, UPON IDENTIFICATION, WILL BE CORRECTED AND REFLECTED IN A SUBSEQUENT REPORT(S).

EXAMPLES OF ADJUSTMENTS THAT ARE NOT APPLIED AT LEASE YEAR END INCLUDE RENT AND EXCISE TAXES OF PRIOR LEASE YEAR ADJUSTMENTS.

PLEASE ISSUE A REIMBURSEMENT CHECK FOR THE OVERPAYMENT OF$ 337.08.
IF WE DO NOT RECEIVE REIMBURSEMENT IN 30 DAYS, THE AMOUNT OF$ 337.08
WILL BE DEDUCTED FROM YOUR NEXT RENT PAYMENT.

YOURS TRULY,

HOME OFFICE REPRESENTATIVE
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DATE: 03/05/14

INTERNAL: ACTG CTR 0025 PCT CD PI

MCDONALD'S CORPORATION
SALES AND % RENT COMPUTATION REPORT

LEASE NO 2100202003
R7528 PAGE 1

SITE: 031/2219
ADDRESS
BRITISH INTERNATIONAL TERMINAL 7
JAMAICA, NY 11430

VENDOR# 00031573728
ADDRESS THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PO BOX 95000
PHILADELPHIA, PA 19195-1517

PAYMENT FREQUENCY: MONTHLY

LEASE YEAR: JANUARY 2014 TO DECEMBER 2014

SALES FOR THE LEASE YEAR:

JANUARY	218,766.03	
FEBRUARY	188,947.77	
TOTAL	407,713.80	TOTAL
LESS: NON-PRODUCT	0.00	
ADJUSTED TOTAL	407,713.80	

COMMENTS:
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A 4/E039

Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Feb-14	$ 1,918.89	$ 1,650.25	268.64

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878 SALES REPORT
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Jan-14	$ 2,439.04	$ 2,048.79	$ 390.25

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878 SALES REPORT
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Dec-13	$ 2,705.81	$ 2,164.65	$ 541.16

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

SALES REPORT

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Nov-13	$ 2,900.48	$ 2,349.39	$ 551.09

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878

SALES REPORT

Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Oct-13	$ 1,785.70	$ 1,392.85	$ 392.85

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

SALES REPORT

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Sep-13	$ 1,676.14	$ 1,340.91	$ 335.23

Metro News & Gift Inc-2 (AYE-039) Cutomer # 105878
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

SALES REPORT

****

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
2013			
August	$ 4,700.92	$ 3,948.77	$ 752.15

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

SALES REPORT

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Jul-13	$ 4,819.50	$ 4,096.[illegible]	$ 722.93

Metro News & Gift Inc-2 (AYE-039) Cutomer # 105878 SALES REPORT
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Jun-13	$ 2,847.95	$ 2,420.76	$ 427.19

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878 SALES REPORT
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
May-13	$ 4,878.08	$ 4,097.59	$ 780.49

SALES REPORT

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Apr-13	$ 3,573.15	$ 3,108.64	$ 464.51

SALES REPORT

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878
Monthly Sales Report
Howard Beach Air Terminal JFK NY

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Mar-13	$ 4,247.72	$ 3,822.95	$ 424.77

Monthly Sales Report AYE-039 105878 02/13
Howard Beach Air Terminal JFK NY
Fees Payable: 14.5% of News Gross Receipts
17% of Gift Gross Receipts

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Feb-13	$ 2,975.67	$ 2,559.08	$ 416.59

Metro News & Gift Inc-2 (AYE-039)Cutomer # 105878
Monthly Sales Report
Howard Beach Air Terminal JFK NY
Fees Payable:

SALES REPORT

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Jan-13	$ 3,937.69	$ 3,307.66	$ 630.03

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Feb-14	$ 12,968.73	$ 11,412.48	$ 1,556.25

20

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Jan-14	$ 18,756.30	$ 15,755.2	$ 3,001.0

Metro News & Gift (AYD-529) SA
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Dec-13	$ 22,830.98	$ 18,264.7	$4,566.20

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Nov-13	$ 24,181.31	$ 19,828.67	$4,352.64

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Oct-13	$ 22,711.50	$ 18,169.20	$4,542.30

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Sep-13	$ 18,475.76	$ 14,411.09	$ 4,064.67

Metro News & Gift (AYD-529) **SALES REPORT**
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Aug-13	$ 29,137.41	$ 24,766.80	$ 4,370.61

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
July-13	$ 30,575.93	$ 25,683.78	$ 4,892.15

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Jun-13	$ 26,869.45	$ 24,719.8	$ 2,149.56

105273

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Paye

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
May-13	$ 34,241.32	$ 29,105.12	$ 5,136.20

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Apr-13	$ 22,845.79	$ 19,190.46	$ 3,655.33

SALES REPORT

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts
Mar-13	$ 27,368.13	$ 23,262.91	$ 4,105.22

Metro News & Gift (AYD-529)
Monthly Sales Report
AirTrain Jamaica Station - Mezzanine Bridge Newsstand

SALES REPORT

Fees Payable:

Month	TOTAL GROSS RECEIPT	News Gross Receipts	Gift Gross Receipts	P
Feb-13	$ 19,352.03	$ 17,029.79	$ 2,322.24	

Detailed Sales Report with Discount and Cost

Generated On 3/5/2014

Filter:(Date Sold Between 2/1/2014 AND 2/28/2014) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
Overall	$103,594.76	($622.55)
104	$15,462.90	$100.07
105	$5,546.93	$39.48
106	$2,104.32	$28.41
109	$1,854.56	$18.01
111	$5,651.83	$17.12
112	$3,976.63	$57.62
113	$34,116.91	$182.30
114	$34,881.68	$179.54
801	$0.00	$0.00

Detailed Sales Report with Discount and Cost

Generated On 2/7/2014

Filter:(Date Sold Between 1/1/2014 AND 1/31/2014) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
Overall	$110,341.98	$509.56
104	$20,811.81	$162.52
105	$5,222.68	$25.86
106	$2,460.49	$24.43
109	$767.55	$0.00
111	$4,676.65	$2.60
112	$2,664.59	$28.11
113	$40,200.09	$163.17
114	$33,439.12	$102.87
119	$59.00	$0.00
801	$40.00	$0.00

Detailed Sales Report with Discount and Cost

Generated On 1/3/2014

Filter:(Date Sold Between 12/1/2013 AND 12/31/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount	Date Sold	Transaction
Overall	$174,427.43	$747.42		
104	$35,332.60	$314.76		
105	$10,774.33	$8.22		
106	$3,553.81	$18.55		
109	$654.50	$0.00		
111	$10,527.46	$36.78		
112	$3,449.51	$47.17		
113	$66,570.02	$210.94		
114	$43,155.70	$111.00		
119	$29.50	$0.00		
801	$380.00	$0.00		

Detailed Sales Report with Discount and Cost

Generated On 12/10/2013

Filter:(Date Sold Between 11/1/2013 AND 11/30/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
Overall	$167,444.48	$1,116.49
104	$30,307.15	$350.43
105	$7,079.79	$113.25
106	$4,027.94	$72.43
111	$12,997.98	$8.22
112	$4,020.27	$27.05
113	$55,885.62	$176.13
114	$43,027.23	$367.98
119	$88.50	$0.00
801	$10.00	$0.00

Page 1

Detailed Sales Report with Discount and Cost

Generated On 11/1/2013

Filter:(Date Sold Between 10/1/2013 AND 10/31/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
⊟ Overall	$154,015.69	($651.98)
⊞ 104	$25,467.51	$100.83
⊞ 105	$7,826.88	$103.79
⊞ 106	$5,445.77	$29.86
⊞ 109	$79.69	$4.19
⊞ 111	$10,452.19	$17.46
⊞ 112	$4,868.13	$50.82
⊞ 113	$48,564.66	$154.13
⊞ 114	$51,202.86	$190.90
⊞ 119	$118.00	$0.00

Detailed Sales Report with Discount and Cost

Generated On 10/2/2013

Filter:(Date Sold Between 9/1/2013 AND 9/30/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
⊟ Overall	$140,635.11	$506.80
⊞ 104	$22,344.20	$59.35
⊞ 105	$7,643.00	$45.89
⊞ 106	$6,179.36	$15.54
⊞ 109	$58.72	$4.19
⊞ 111	$6,331.30	$0.00
⊞ 112	$4,000.36	$10.84
⊞ 113	$46,450.58	$196.76
⊞ 114	$47,539.09	$174.23
⊞ 119	$88.50	$0.00

Detailed Sales Report with Discount and Cost

Generated On 9/4/2013

Filter:(Date Sold Between 8/1/2013 AND 8/31/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
Overall	$163,312.08	$592.32)
104	$22,444.47	$92.98
105	$8,124.81	$23.56
106	$4,805.79	$23.61
109	$301.98	$12.57
111	$8,531.31	$20.54
112	$4,645.36	$31.74
113	$59,832.06	$166.20
114	$54,608.30	$221.22
119	$118.00	$0.00

Detailed Sales Report with Discount and Cost

Generated On 8/2/2013

Filter:(Date Sold Between 7/1/2013 AND 7/31/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
Overall	$164,441.15	$566.84
104	$25,243.23	$83.12
105	$8,445.04	$18.16
106	$4,374.24	$17.26
109	$2,576.14	$14.88
111	$11,009.05	$39.80
112	$3,983.04	$9.66
113	$53,568.63	$206.06
114	$55,212.28	$178.00
119	$29.50	$0.00

Detailed Sales Report with Discount and Cost

Generated On 7/2/2013

Filter:(Date Sold Between 6/1/2013 AND 6/30/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
Overall	$162,297.67	$747.72
104	$28,206.08	$151.62
105	$10,746.49	$71.76
106	$2,824.78	$31.92
109	$2,879.71	$0.00
111	$10,276.91	$17.69
112	$3,838.39	$12.46
113	$52,076.26	$149.45
114	$51,295.55	$312.82
119	$153.50	$0.00

Detailed Sales Report with Discount and Cost

Generated On 6/4/2013

Filter:(Date Sold Between 5/1/2013 AND 5/31/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
Overall	$159,176.36	$772.45
104	$29,184.38	$162.52
105	$9,015.17	$79.58
106	$2,665.29	$14.36
109	$1,666.31	$5.99
111	$9,636.06	$22.39
112	$4,451.27	$17.76
113	$51,326.78	$197.33
114	$51,107.10	$272.50
119	$124.00	$0.00

Detailed Sales Report with Discount and Cost

Generated On 5/2/2013

Filter:(Date Sold Between 4/1/2013 AND 4/30/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
⊟ Overall	$137,817.91	$475.18
⊞ 104	$20,796.03	$59.97
⊞ 105	$9,788.39	$43.76
⊞ 106	$3,319.93	$19.42
⊞ 109	$1,760.88	$31.97
⊞ 111	$9,094.35	$10.15
⊞ 112	$2,979.14	($1.29)
⊞ 113	$46,716.67	$146.43
⊞ 114	$43,303.52	$164.77
⊞ 119	$59.00	$0.00

Detailed Sales Report with Discount and Cost

Generated On 4/10/2013

Filter:(Date Sold Between 3/1/2013 AND 3/31/2013) AND (Store Name = MUJI JFK)

Department	Total Sales	Extended Discount
⊟ Overall	$143,902.52	$711.98
⊞ 104	$18,254.88	$177.81
⊞ 105	$11,822.76	$41.37
⊞ 106	$3,947.14	$14.51
⊞ 109	$606.27	$16.48
⊞ 111	$11,425.51	$38.29
⊞ 112	$2,965.13	$16.42
⊞ 113	$48,958.33	$215.25
⊞ 114	$45,574.00	$191.85
⊞ 119	$348.50	$0.00

Detailed Sales Report with Discount and Cost

Generated On 3/13/2013

Filter:(Date Sold Between 2/1/2013 AND 2/28/2013) AND (Store Name = MUJI JFK)

Department	Qty Sold	Total Sales	Extended Discount
⊟ Overall	19851.00	$120,215.47	$580.70
⊞ 104	1125.00	$17,293.59	$66.21
⊞ 105	276.00	$10,641.48	$109.21
⊞ 106	236.00	$1,933.91	$22.66
⊞ 109	39.00	$1,239.05	$0.00
⊞ 111	786.00	$10,128.43	$15.62
⊞ 112	158.00	$1,419.39	$2.36
⊞ 113	12124.00	$41,413.83	$214.91
⊞ 114	5103.00	$35,956.79	$149.73
⊞ 119	4.00	$189.00	$0.00

Detailed Sales Report with Discount and Cost

Generated On 2/11/2013

Filter:(Date Sold Between 1/1/2013 AND 1/31/2013) AND (Store Name = MUJI JFK)

Department	Qty Sold	Total Sales	Extended Discount
Overall	22589.00	$138,841.30	$761.49
104	1505.00	$21,327.50	$154.33
105	325.00	$11,923.00	$88.93
106	327.00	$2,353.02	$67.86
109	56.00	$2,051.03	$15.17
111	804.00	$11,056.78	$15.57
112	238.00	$2,995.16	$27.99
113	13622.00	$48,254.38	$218.04
114	5708.00	$38,655.93	$173.60
119	4.00	$224.50	$0.00

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

PARADIES-NEWARK, LLC (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

PARADIES-NEWARK, LLC

BY: _____

DATE: 12-17-2008

FOR THE UNION:

UNITE HERE

BY: _____

DATE: December 17, 2008

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	T5 Shops Combined
Date Submitted:	2/7/2013	**For the month ending:**	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined ([illegible] **)**	$805,943.86	$4,778,474.75
TOTAL	$805,943.86	$4,778,474.75
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the Instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

03/21/13

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	2/7/2013	For the month ending:	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	63,131.27	371,006.82
2) 2004 LaCoste 25CC	71,152.72	402,702.13
TOTAL	$134,283.99	$773,708.95
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	**Kevin Smith**
Title of Officer:	**Chief Financial Officer**
Telephone Number:	**404-494-3392**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	2/7/2013	For the month ending:	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	146,129.32	788,066.10
2) 2003 CNBC 28CC	266,737.61	1,467,281.49
3) 2005 CNBC Express 56CC	76,782.74	411,220.10
4) 2006 CNBC 3T	24,454.48	135,007.15
5) 2007 Blue Sky Trader 52LL	23,460.42	115,729.17
6) 2008 CNBC 5NC	91,618.87	507,006.26
7) Retail Display Allowances	-	262,089.97
TOTAL	$629,183.44	$3,686,400.24
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*	$125,836.69	

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	$0.00	
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 6010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	2/7/2013	For the month ending:	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	42,476.43	318,365.56
TOTAL	$42,476.43	$318,365.56
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Djscounts ($) Gjven: **Total value of all customary djscounts gjven durjng the month.**		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	**Kevin Smith**
Title of Officer:	**Chief Financial Officer**
Telephone Number:	**404-494-3392**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AVD867

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	3/18/2013	For the month ending:	2/28/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined ( )	$729,761.50	$5,583,944.92
TOTAL	$729,761.50	$5,583,944.92
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) **Fill in all white empty boxes based on the instructions noted for each line item.**
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) **Send Completed Report(s) to JetBlue Electronically (including signature) to:**
concessionaccounting@jetblue.com

03/21/13

3) **Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:**

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) **Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address**
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

T5 Combined excluding Bookstore

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD867

T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	3/18/2013	For the month ending:	2/28/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	57,285.71	428,292.53
2) 2004 LaCoste 25CC	-	402,702.13
TOTAL	$57,285.71	$830,994.66
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due:	$0.00	
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF: T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	3/18/2013	For the month ending:	2/28/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	10/10/2271	923,856.01
2) 2003 CNBC 28CC	248,461.78	1,715,743.27
3) 2005 CNBC Express 58CC	74,903.28	496,123.38
4) 2006 CNBC 3T	23,582.85	169,590.03
5) 2007 Blue Sky Trader 52LL	17,986.62	133,715.69
6) 2008 CNBC 6NC	82,345.16	589,351.42
7) Retail Display Allowances	50,437.82	368,236.46
TOTAL	$633,607.35	$4,395,816.26
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts in Compliance with 1% Discount Threshold *For the subtenant, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation*		

Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | $0.00-$0.000 - $0.000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

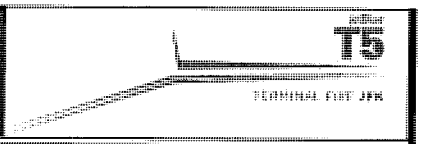
ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	3/18/2013	For the month ending:	2/28/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*	

Monthly Gross Receipts | Year to Date Gross Receipts:	Month	Year to Date
1) 2001 WFAN 57GC	38,968.44	357,334.00
TOTAL	$38,968.44	$357,334.00

Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*	
Total Djscounts ($) Gjven: **Total value of all customary djscounts gjven durjng the month.**	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*	
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*	

Percentage Rental Rate | Rental Tier:	Current Rental Rate	Current Tier
Current rental rate and tier based on year to date gross receipts *Ex. 10% | 50,000,0000 - 60,000,000*		

Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*	

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG **If MAG is greater than no % Rent is Due*	

Percentage Rent Due to JetBlue | Payment Reference:	Rent Due to JetBlue	Payment Reference

Total Percentage Rent Due to Port Authority | Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	**Kevin Smith**
Title of Officer:	**Chief Financial Officer**
Telephone Number:	**404-494-3392**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF: T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Fwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	T5 Shops Combined
Date Submitted:	4/24/2013	**For the month ending:**	3/31/2013

AYD867

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Heritage Bookstore)	$954,230.65	$6,538,175.57
TOTAL	$954,230.65	$6,538,175.57
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	$0.00

Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*

Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

04/29/13

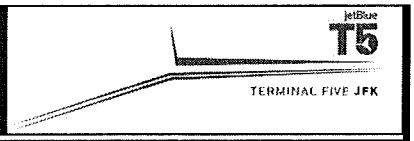
ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	4/24/2013	For the month ending:	3/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	65,036.50	493,329.03
2) 2004 LaCoste 25CC	-	402,702.13
TOTAL	$65,036.50	$896,031.16
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Fwy. Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	News & Gifts
Date Submitted:	4/24/2013	**For the month ending:**	3/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	172,449.20	1,096,305.21
2) 2003 CNBC 28CC	324,278.72	2,040,021.99
3) 2005 CNBC Express 56CC	108,470.42	594,593.80
4) 2006 CNBC 3T	27,093.65	185,683.68
5) 2007 Blue Sky Trader 52LL	23,349.50	157,065.19
6) 2008 CNBC 5NC	109,823.48	699,174.90
7) Retail Display Allowances	67,595.31	455,831.77
TOTAL	$833,060.28	$5,228,676.54
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions:

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tax.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionsaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF: T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19195-1517

.2008

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	Specialty
Date Submitted:	4/24/2013	**For the month ending:**	3/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	56,133.87	413,467.87
TOTAL	$56,133.87	$413,467.87
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Djscounts ($) Gjven: **Total value of all customary djscounts gjven durjng the month.**		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 6010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19995-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	5/7/2013	For the month ending:	4/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*	AYD867	
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Heritage Bookstore)	$1,116,378.50	$7,654,554.07
TOTAL	$1,116,378.50	$7,654,554.07
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	6/12/13

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

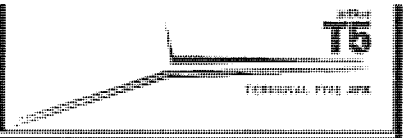
Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	5/7/2013	For the month ending:	4/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	83,225.17	576,554.20
2) 2004 LaCoste 25CC	-	402,702.13
TOTAL	$83,225.17	$979,256.33
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	[signature]

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	5/7/2013	For the month ending:	4/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 39EC	182,864.22	1,279,169.43
2) 2003 CNBC 29CC	396,635.17	2,436,857.18
3) 2005 CNBC Express 56CC	104,729.14	699,322.94
4) 2006 CNBC 3T	28,579.05	214,262.73
5) 2007 Blue Sky Trader 52LL	25,754.86	182,820.05
6) 2008 CNBC 5NC	140,311.09	839,485.99
7) Retail Display Allowances	89,937.22	545,768.99
TOTAL	$968,810.75	$6,197,487.29
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold: *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | $5,000,0000 - $6,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than or = % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	5/7/2013	For the month ending:	4/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	64,342.58	477,810.45
TOTAL	$64,342.58	$477,810.45
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Djscounts ($) Gjven: **Total value of all customary djscounts gjven durjng the month.**		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) **Fill in all white empty boxes based on the instructions noted for each line item.**
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) **Send Completed Report(s) to JetBlue Electronically (including signature) to:**
concessionaccounting@jetblue.com

3) **Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:**

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) **Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address**
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

T5

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	6/19/2013	For the month ending:	5/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding rentals per sublease)	$1,258,423.76	$8,912,977.83
TOTAL	$1,258,423.76	$8,912,977.83
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts in Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | $0,000,0000 - $0,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG; **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

T5 Combined excluding Rentals

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	6/19/2013	For the month ending:	5/31/2013

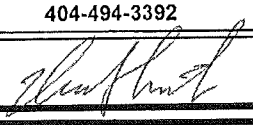
Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	82,630.15	659,184.35
2) 2004 LaCoste 25CC	-	402,702.13
TOTAL	$82,630.15	$1,061,886.48
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	6/19/2013	For the month ending:	5/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	209,647.33	1,488,016.76
2) 2003 CNBC 29CC	492,697.51	2,929,554.67
3) 2005 CNBC Express 56CC	116,271.47	815,594.41
4) 2006 CNBC 3T	35,174.93	249,437.66
5) 2007 Blue Sky Trader 52LL	25,785.74	208,605.79
6) 2008 CNBC 5NC	165,079.85	1,004,565.94
7) Retail Display Allowances	72,726.82	518,496.81
TOTAL	$1,117,583.75	$7,315,071.04
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts in Compliance with 1% Discount Threshold *For the subtenant, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | $0-$10,000,000 - $10,000,001+*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	6/19/2013	For the month ending:	5/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	$58,209.86	536,020.31
TOTAL	$58,209.86	$536,020.31
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: Total value of all customary discounts given during the month.		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts in Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 90,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-464-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD867

T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	7/17/2013	For the month ending:	6/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Hardcore Bookstore)	$1,335,977.70	$10,248,955.53
TOTAL	$1,335,977.70	$10,248,955.53
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts in Compliance with 1% Discount Threshold *Per the subtease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		7/22/13
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	[signature]

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
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Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	7/17/2013	For the month ending:	6/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	232,004.36	1,720,821.12
2) 2003 CNBC 28CC	509,099.11	3,438,653.78
3) 2005 CNBC Express 56CC	120,474.60	936,069.01
4) 2006 CNBC 3T	40,003.50	289,441.16
5) 2007 Blue Sky Trader 52LL	30,674.49	239,280.28
6) 2008 CNBC 5NC	188,961.17	1,193,527.11
7) Retail Display Allowances	70,194.88	688,690.69
TOTAL	$1,191,412.11	$8,506,483.15
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*	$238,282.42	

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	$0.00	
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1617
Philadelphia, PA 19595-1617

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	7/17/2013	For the month ending:	6/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	80,507.31	739,691.66
2) 2004 LaCoste 25CC	-	402,702.13
TOTAL	$80,507.31	$1,142,393.79
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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concessionaccounting@jetblue.com

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Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
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P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	7/17/2013	For the month ending:	6/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	64,058.28	600,078.59
TOTAL	$64,058.28	$600,078.59
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: **Total value of all customary discounts given during the month.**		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD 867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	8/19/2013	For the month ending:	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding bookstore)	$1,504,536.08	$11,753,491.61
TOTAL	$1,504,536.08	$11,753,491.61
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*
	0	8/20/13

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

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Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	8/19/2013	For the month ending:	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	263,866.97	1,984,688.09
2) 2003 CNBC 28CC	568,550.00	4,007,203.78
3) 2005 CNBC Express 56CC	145,645.20	1,081,714.21
4) 2006 CNBC 3T	47,465.36	336,906.52
5) 2007 Blue Sky Trader 52LL	32,266.23	271,546.51
6) 2008 CNBC 5NC	234,436.51	1,427,963.62
7) Retail Display Allowances	59,808.09	748,498.78
TOTAL	$1,352,038.36	$9,858,521.51
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
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2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
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3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	8/19/2013	For the month ending:	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	76,431.20	816,122.86
2) 2004 LaCoste 25CC	-	402,702.13
TOTAL	$76,431.20	$1,218,824.99
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

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ACH or Wire
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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
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JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	8/19/2013	For the month ending:	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	76,066.52	676,145.11
TOTAL	$76,066.52	$676,145.11
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Djscounts ($) Gjven: **Total value of all customary djscounts gjven durjng the month.**		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

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Title of Officer:	Chief Financial Officer
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Signature of Certifying Concessionaire Officer:	

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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
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P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	9/17/2013	For the month ending:	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Bookstore)	$1,423,768.02	$13,177,259.63
TOTAL	$1,423,768.02	$13,177,259.63
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

13

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
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JetBlue
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Dallas, TX 75284-2124

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Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	9/17/2013	For the month ending:	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*	

Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	227,103.66	2,211,791.75
2) 2003 CNBC 28CC	557,739.81	4,564,943.59
3) 2005 CNBC Express 56CC	135,681.10	1,217,395.31
4) 2006 CNBC 3T	42,637.07	379,543.59
5) 2007 Blue Sky Trader 52LL	31,784.63	303,331.14
6) 2008 CNBC 5NC	219,666.52	1,647,630.14
7) Retail Display Allowances	65,357.77	813,856.55
TOTAL	$1,279,970.56	$11,138,492.07

Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*	
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*	
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*	
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*	

Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*

Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*	

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	

Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*

Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
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2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
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Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	9/17/2013	For the month ending:	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	79,177.21	895,300.07
2) 2004 LaCoste 25CC	-	402,702.13
TOTAL	$79,177.21	$1,298,002.20
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
**Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	9/17/2013	For the month ending:	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	64,620.25	740,765.36
TOTAL	$64,620.25	$740,765.36
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: Total value of all customary discounts given during the month.		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	10/15/2013	For the month ending:	9/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Hudson Bookstore)	$1,019,396.41	$1,019,396.41
TOTAL	$1,019,396.41	$1,019,396.41
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		10/15/13
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

RR#30

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	10/15/2013	For the month ending:	9/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	173,072.42	173,072.42
2) 2003 CNBC 28CC	391,080.01	391,080.01
3) 2005 CNBC Express 56CC	87,430.91	87,430.91
4) 2006 CNBC 3T	29,365.30	29,365.30
5) 2007 Blue Sky Trader 52LL	22,897.57	22,897.57
6) 2008 CNBC 5NC	114,217.62	114,217.62
7) Retail Display Allowances	53,614.75	53,614.75
TOTAL	$871,678.58	$871,678.58
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
**Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

RR#20

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	10/15/2013	For the month ending:	9/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	80,151.06	80,151.06
2) 2004 LaCoste 25CC	-	-
TOTAL	$80,151.06	$80,151.06
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*	*Current Rental Rate*	*Current Tier*
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG, **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Fwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

RR#40

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	10/15/2013	For the month ending:	8/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:		
1) 2001 WFAN 57CC	67,566.77	67,566.77
TOTAL	$67,566.77	$67,566.77
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: Total value of all customary discounts given during the month.		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

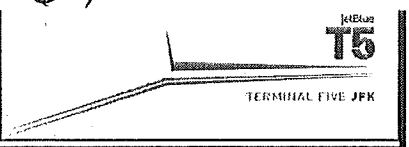
Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

2001WFAN

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	11/13/2013	For the month ending:	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Heritage Bookstore)	$1,011,772.84	$2,031,169.25
TOTAL	$1,011,772.84	$2,031,169.25
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 60,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If A

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

11/30/13

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
**Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: [redacted]
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

T5 Combined excluding Bookstore

AR #30

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	11/13/2013	For the month ending:	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	170,910.05	343,982.47
2) 2003 CNBC 28CC	388,165.92	779,245.93
3) 2005 CNBC Express 56CC	93,589.94	181,020.85
4) 2006 CNBC 3T	27,095.47	56,460.77
5) 2007 Blue Sky Trader 52LL	22,571.21	45,468.78
6) 2008 CNBC 5NC	124,134.25	238,351.87
7) Retail Display Allowances	42,611.30	96,226.05
TOTAL	$869,078.14	$1,740,756.72
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If A

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number: :
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

RR#20

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	11/13/2013	For the month ending:	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	87,491.75	167,642.81
2) 2004 LaCoste 25CC	-	-
TOTAL	$87,491.75	$167,642.81
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If A

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

RR#40

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	11/13/2013	For the month ending:	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	55,202.95	122,769.72
TOTAL	$55,202.95	$122,769.72
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: Total value of all customary discounts given during the month.		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) **Fill in all white empty boxes based on the instructions noted for each line item.**
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) **Send Completed Report(s) to JetBlue Electronically (including signature) to:**
concessionaccounting@jetblue.com

3) **Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:**

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) **Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address**
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	12/10/2013	For the month ending:	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Heritage Bookstore)	$1,013,105.52	$3,044,274.77
TOTAL	$1,013,105.52	$3,044,274.77
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		
Percentage Rent Due (If A		
Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*		
Percentage Rent Due to JetBlue | Payment Reference:		
Total Percentage Rent Due to Port Authority | Payment Reference:		

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) **Fill in all white empty boxes based on the instructions noted for each line item.**
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) **Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address**
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	12/10/2013	For the month ending:	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	167,660.84	511,643.31
2) 2003 CNBC 28CC	410,408.42	1,189,654.35
3) 2005 CNBC Express 56CC	90,182.51	271,203.36
4) 2006 CNBC 3T	24,446.80	80,907.57
5) 2007 Blue Sky Trader 52LL	18,898.46	64,367.24
6) 2008 CNBC 5NC	122,671.06	361,022.93
7) Retail Display Allowances	48,666.69	144,892.74
TOTAL	$882,934.78	$2,623,691.50
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG, **If MAG is greater than no % Rent Is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.	I	P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	12/10/2013	For the month ending:	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	74,656.60	242,299.41
2) 2004 LaCoste 25CC	-	-
TOTAL	$74,656.60	$242,299.41
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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**Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.

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concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	12/10/2013	For the month ending:	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	55,514.14	178,283.86
TOTAL	$55,514.14	$178,283.86
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: Total value of all customary discounts given during the month.		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
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2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

JetBlue T5 TERMINAL FIVE JFK

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	12/10/2013	For the month ending:	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2009 Heritage Books 38CC	-	-
TOTAL	$0.00	$0.00
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

2009Bookstore

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	T5 Shops Combined
Date Submitted:	1/10/2014	For the month ending:	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined (excluding Duty Free Bookstore)	$1,203,357.12	$4,247,631.89
TOTAL	$1,203,357.12	$4,247,631.89
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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Beneficiary Account Number:
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Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	News & Gifts
Date Submitted:	1/10/2014	For the month ending:	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	199,375.07	711,018.38
2) 2003 CNBC 28CC	468,711.71	1,658,366.08
3) 2005 CNBC Express 56CC	120,611.60	391,814.96
4) 2006 CNBC 3T	38,657.43	119,565.00
5) 2007 Blue Sky Trader 52LL	26,528.22	90,895.46
6) 2008 CNBC 5NC	166,790.63	527,813.56
7) Retail Display Allowances	56,385.05	201,277.79
TOTAL	$1,077,059.71	$3,700,751.21
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	1/10/2014	For the month ending:	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	75,506.00	317,805.41
2) 2004 LaCoste 25CC	-	-
TOTAL	$75,506.00	$317,805.41
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	1/10/2014	For the month ending:	12/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:		
1) 2001 WFAN 57CC	50,791.41	229,075.27
TOTAL	$50,791.41	$229,075.27
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: Total value of all customary discounts given during the month.		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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2) **Send Completed Report(s) to JetBlue Electronically (including signature) to:**
concessionaccounting@jetblue.com

3) **Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:**

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) **Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address**
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	1/10/2014	For the month ending:	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2009 Heritage Books 38CC	-	-
TOTAL	$0.00	$0.00
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	T5 Shops Combined
Date Submitted:	2/26/2014	**For the month ending:**	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined ( )	$1,036,125.23	$5,237,168.82
TOTAL	$1,036,125.23	$5,237,168.82
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	**Kevin Smith**
Title of Officer:	**Chief Financial Officer**
Telephone Number:	**404-494-3392**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
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P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	News & Gifts
Date Submitted:	2/26/2014	**For the month ending:**	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	168,123.15	879,141.53
2) 2003 CNBC 28CC	370,769.97	2,029,136.03
3) 2005 CNBC Express 56CC	93,314.39	485,129.35
4) 2006 CNBC 3T	30,671.47	150,236.47
5) 2007 Blue Sky Trader 52LL	24,580.80	115,476.26
6) 2008 CNBC 5NC	132,357.35	660,170.91
7) Retail Display Allowances	65,349.46	266,627.25
TOTAL	$885,166.59	$4,585,917.80
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	**Kevin Smith**
Title of Officer:	**Chief Financial Officer**
Telephone Number:	**404-494-3392**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	2/26/2014	For the month ending:	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	56,764.30	374,569.71
2) 2004 LaCoste 25CC	-	-
TOTAL	$56,764.30	$374,569.71
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
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ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	2/26/2014	For the month ending:	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	47,606.04	276,681.31
2) 2013 SUPERBOWL KIOSK	46,588.30	
TOTAL	$94,194.34	$276,681.31
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Djscounts ($) Gjven: **Total value of all customary djscounts gjven durjng the month.**		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	**Kevin Smith**
Title of Officer:	**Chief Financial Officer**
Telephone Number:	**404-494-3392**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

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P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD867

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	T5 Shops Combined
Date Submitted:	3/19/2014	**For the month ending:**	2/28/14 2/1/2014 Feb 2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) All Terminal 5 Shops Combined ([illegible] **)**	$1,100,151.53	$6,152,163.22
TOTAL	$1,100,151.53	$6,152,163.22
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference: 7	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	**Kevin Smith**
Title of Officer:	**Chief Financial Officer**
Telephone Number:	**404-494-3392**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
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Dallas, TX 75284-2124

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P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	**Unit / Product Category:**	News & Gifts
Date Submitted:	3/19/2014	**For the month ending:**	2/1/2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2002 Blue Sky Trader 30EC	154,831.39	1,033,972.92
2) 2003 CNBC 28CC	330,957.81	2,339,224.92
3) 2005 CNBC Express 56CC	89,528.93	574,658.28
4) 2006 CNBC 3T	26,959.88	177,196.35
5) 2007 Blue Sky Trader 52LL	18,760.00	134,236.26
6) 2008 CNBC 5NC	142,350.38	802,521.29
7) Retail Display Allowances	39,735.80	306,363.05
TOTAL	$803,124.19	$5,368,173.07
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
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2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

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Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	3/19/2014	For the month ending:	2/1/2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2000 Brighton 37CC	61,448.62	436,018.33
2) 2012 Dylans 34EC.1	75,467.21	75,467.21
TOTAL	$136,915.83	$511,485.54
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

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ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
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Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Paradies JFK LLC	Unit / Product Category:	Specialty
Date Submitted:	3/19/2014	For the month ending:	2/1/2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Monthly Gross Receipts | Year to Date Gross Receipts:	*Month*	*Year to Date*
1) 2001 WFAN 57CC	25,112.71	272,504.61
2) 2013 SUPERBOWL KIOSK	134,998.80	
TOTAL	$160,111.51	$272,504.61
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Djscounts ($) Gjven: Total value of all customary djscounts gjven durjng the month.		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Kevin Smith
Title of Officer:	Chief Financial Officer
Telephone Number:	404-494-3392
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

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Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-254 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** ICON BURGER ACQUISITION, LLC, a limited liability company organized under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 1515 Arapahoe Street, Tower One, 10th Floor Denver, Colorado 80202
4. **PERMITTEE'S REPRESENTATIVE:** David Prokupek
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** October 13, 2010
8. **EXPIRATION DATE:** the later of (a) January 10, 2018 or (b) the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of October 13, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of October 13, 2010

By _____

Print Name Gavin Molloy
(Title) Managing Director Airport Affairs

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) David Kagan
Assistant Director
Business, Properties & Airport Development

ICON BURGER ACQUISITION, LLC,

By: _____
Print Name: David Prokupek
Title: Chief Executive Officer

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark Liberty International Airport
08/02

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability: For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(1) Bodily-injury liability For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and

hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

STANDARD ENDORSEMENT NO. 9.1
FEDERAL AIRPORT AID
Airports
1/19/81

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The

Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 13, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class, food and beverage concession, at the Terminal, using the trade name "Smashburger", serving hamburgers, hotdogs, salads, breakfast sandwiches, Haagen-Dazs shakes and malts and other non-alcoholic beverages and such other items as are typically offered in substantially all of the restaurants operating under the same trade name in the United States, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed Ex. 2.a., which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than Ex. 2.a. of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall

be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, (1) of all gross receipts up to and including and (2) of all gross receipts in excess of , payable in monthly installments.

Ex. 2.a.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

Ex. 2.a

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the

monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) January 11, 2011.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

Special Endorsements

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions,

covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent

(20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port

Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Forty Thousand Dollars and No Cents ($40,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit

and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is 55-45765 for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of Ex. 2.a. of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

Initialed:

For the Port Authority

For the Permittee

For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

Initialed:

For the Port Authority

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

ICON BURGER ACQUISITION LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

ICON BURGER ACQUISITION LLC

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

~~AYB8764~~
AYE033

Gross Revenue Report

Month of January 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	167,573.77	167,573.77

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

JFK-BA

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

AYE033

Gross Revenue Report

Month of February 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	147,490.87	315,064.64

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

AYE 033

Gross Revenue Report

Month of March 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	174,105.79	489,170.43

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

AYE033

Gross Revenue Report

Month of April 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	185,458.83	674,629.26

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of May 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	213,036.51	887,665.77

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

JFK-BA

AMEO43

Project Horizon - dba InMotion

To: Catherine Wang
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of June 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	220,370.35	1,108,036.12

I certify the above is accurate to my knowledge.

Authorized Signature Robert J. Julian II

If you have any questions, please call Accounting at (904) 232.0450. Thank you.

JFK-BA

AYE033

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of July 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	236,538.56	1,344,574.68

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

A4E033

Gross Revenue Report

Month of August 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	255,136.71	1,599,711.39

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

AYE033

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of September 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	187,367.25	1,787,078.64

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

AYE033

Project Horizon - dba InMotion

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of ~~October 2013~~

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

				Month	Cumulative Beginning Jan 1st
Total Sales				210,085.53	1,997,164.17
Rent percentage:					
15% on sales between	$0	and	$1,250,000		$187,500.00
15.5% on sales over	$1,250,000				$115,810.45

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

InMotion Entertainment Group, LLC
dba InMotion Entertainment

AYE033

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of November 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	194,161.83	2,191,326.00

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

InMotion Entertainment Group, LLC
dba InMotion Entertainment

AYE033

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of December 2013

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	189,858.32	2,381,184.32

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

AYE033

InMotion Entertainment Group, LLC
dba InMotion Entertainment

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of January 2014

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	181,049.40	181,049.40

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

AYE033

InMotion Entertainment Group, LLC
dba InMotion Entertainment

To: **Catherine Wang**
Port Authority of NY & NJ
Email: cwang@panynj.gov

Gross Revenue Report

Month of February 2014

Store Location JFK Intnl. Airport-British Airways Terminal
Space R7

	Month	Cumulative Beginning Jan 1st
Total Sales	156,965.55	338,014.95

I certify the above is accurate to my knowledge.

Authorized Signature _____

If you have any questions, please call Accounting at (904) 332.0450. Thank you.

PROJECT HORIZON, INC.
t/a INMOTION ENTERTAINMENT
4801 Executive Park Court
Suite 100
Jacksonville, Florida 32216

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003
Attn: Director of Aviation

To whom it may concern:

Reference is made to a permit ("Permit"), dated as of December 9, 2010, between The Port Authority of New York and New Jersey ("Port Authority") and this company ("Permittee") for concession space at Terminal C at Newark Liberty International Airport ("Airport"). This letter is being provided in connection with the Permit and is accurate as of the date of the Permittee's execution of the Permit.

The undersigned is an officer of the Permittee and certifies to The Port Authority under penalty of perjury as follows. Because Permittee does not employ ten (10) or more persons at the Space, as defined in the Permit, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to the Permit and by the resolution of The Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

PROJECT HORIZON, INC. d/b/a
INMOTION ENTERTAINMENT

By: _____
P. Jeremy Smith, Jr., President

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Ruby's EWR C-2, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Ruby's EWR C-2, LLC

By: _____

Print Name: Paul Kolaj

Date: 7-22-09

FOR THE UNION:

Unite Here International

By: _____

Print Name: Blake Harwell

Date: July 22, 2009

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____, manager

Richard Rumelt

Date: 7-22-09

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____

manager Stephen Papageus

Date: 7-22-09

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Spin POS (Gate E Express) (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

At Newark Liberty International Airport

BY: _____

DATE: 03/21/11

FOR THE UNION:

UNITE HERE

BY: _____

DATE: 3/23/11

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

SSP America Gladco, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

SSP AMERICA GLADCO, INC.

By: _____

Print Name: Leslie K. Cappetta

Date: 3/24/11

FOR THE UNION:

UNITE HERE International Union

By: _____

Print Name: Alisa B. Gallo

Date: 3/25/11

AVIATION DEPT.
FILE COPY

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Taste, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Taste, Inc.

BY: _____

DATE: 12/8/08

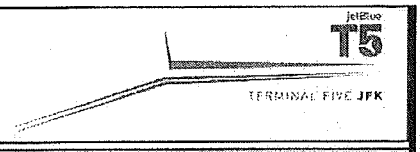
FOR THE UNION:

UNITE HERE

BY: _____

DATE: 12/8/08

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	2/4/2013 AYD813	For the month ending:	1/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$27,433.32	$27,433.32
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) **Fill in all white empty boxes based on the instructions noted for each line item.** Ø
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) **Send Completed Report(s) to JetBlue Electronically (including signature) to:** 02/11/13
concessionaccounting@jetblue.com

3) **Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:**

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) **Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address**
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	3/5/2013	For the month ending:	2/28/2013

AYD813

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$28,209.39	$55,642.71
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

Ø

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

03/08/13

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	4/5/2013	For the month ending:	3/31/2013

AVD813

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$30,968.72	$86,611.43
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

Ø

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

04/08/13

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	5/6/2013 AYD813	For the month ending:	4/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$35,448.82	$122,060.25
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Pavment Reference:	
Total Percentage Rent Due to Port Authority | Pavment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	**Sirilak Briggs**
Title of Officer:	**President**
Telephone Number:	**703-865-6123**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

T5 TERMINAL FIVE JFK

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	6/6/2013	For the month ending:	5/31/2013

6/6/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$41,163.38	$163,223.63
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

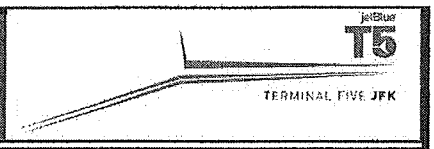
Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report



Subtenant:	**Taxco Sterling**	**Unit / Product Category:**	**Specialty-Jewelry**
Date Submitted:	**7/5/2013** AYD813	**For the month ending:**	**6/30/2013**

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	**$35,020.58**	**$198,244.21**
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	**Sirilak Briggs**
Title of Officer:	**President**
Telephone Number:	**703-865-6123**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Fwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD813

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	8/5/2013	For the month ending:	7/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$36,862.55	$235,106.76
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	for Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	Holly Dahlberg

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD813

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	9/4/2013	For the month ending:	8/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$33,190.29	$268,297.05
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

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Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD813

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	10/3/2013	For the month ending:	9/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$31,641.37	$299,938.42
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If A

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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JetBlue
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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
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P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD813

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	**Unit / Product Category:**	Specialty-Jewelry
Date Submitted:	11/6/2013	**For the month ending:**	10/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$27,188.98	$327,127.40
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Ovemight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

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Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD813

JetBlue Terminal 6
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	**Unit / Product Category:**	Specialty-Jewelry
Date Submitted:	12/4/2013	**For the month ending:**	11/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$18,720.57	$345,847.97
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If An

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

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Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey
P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYB813

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	1/6/2014	For the month ending:	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $23,267.60	*Year to Date* $369,115.57
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If A

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	**Sirilak Briggs**
Title of Officer:	**President**
Telephone Number:	**703-865-6123**
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:
concessionaccounting@jetblue.com

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
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Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
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P.O. Box 95000-1517
Philadelphia, PA 19595-1517

AYD813

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	2/5/2014	For the month ending:	1/31/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$18,744.57	$18,744.57
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Ar

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

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***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

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Receiving Bank Name: Citibank N.A
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Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
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Philadelphia, PA 19595-1517

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

AYD813

Subtenant:	Taxco Sterling	Unit / Product Category:	Specialty-Jewelry
Date Submitted:	3/6/2014	For the month ending:	2/28/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made: *1/12th of the Minimum Annual Guarantee*		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$19,683.68	$38,428.25
Customary Discount Rates Given: *Listing of the percentage discounts given to employees, airport staff, JetBlue, etc.*		
Total Discounts ($) Given: *Total value of all customary discounts given during the month.*		
Discounts Given As a % of Monthly Gross Receipts: *Total Discounts / Monthly Gross Receipts*		
Addition to Gross Receipts In Compliance with 1% Discount Threshold *Per the sublease, discounts over 1% of gross receipts (see previous line to see if this is applicable) are NOT excludable, and need to be included in % Rent calculation.*		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts* *Ex. 10% | 50,000,0000 - 60,000,000*		
Percentage Rent: *(Monthly Gross Receipts + Additions to Gross Receipts) * Rental Rate*		

Percentage Rent Due (If Any)

Total Percentage Rent Due: *Percentage Rent - Monthly MAG. **If MAG is greater than no % Rent is Due*	
Percentage Rent Due to JetBlue | Payment Reference:	
Total Percentage Rent Due to Port Authority | Payment Reference:	

Report Certification

Name of Certifying Concessionaire Officer:	Sirilak Briggs
Title of Officer:	President
Telephone Number:	703-865-6123
Signature of Certifying Concessionaire Officer:	Holly Dahlberg for Sirilak Briggs

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.
***Use a different Rent Report for each rental rate if the rates vary by: unit, product category, sale type or gross receipt tier.*

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Beneficiary Account Number:
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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
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LABOR PEACE AGREEMENT

THIS AGREEMENT is made and entered into by and between The Grove, Inc. ("Company") and the Amalgamated Industrial and Toy and Novelty Workers of America, AFL-CIO, Local 223 ("Union").

1. This Agreement shall cover all employees of the Company eligible for inclusion in a unit of food and beverage operations ("Operations") at Newark International Airport ("Airport") who are subject to the Labor Harmony Policy ("Employees").

2. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action at the Company.

3. Upon the filing of a petition for election by the Union with the National Labor Relations Board (or the National Mediation Board, as the case may be) (either, the "Board") and the subsequent ordering of an election by the Board, the Company will take a neutral approach to the organization of Employees by the Union. For the purposes of this paragraph, neutrality shall mean that the Company will neither help nor hinder the Union's organizing efforts. Nothing in this Agreement shall be construed to prohibit the Company from communicating facts to the Employees.

4. The Union and its representatives will not coerce or threaten any Employee in any effort to obtain authorization cards or to solicit their votes in an election, and if they do, the Company's commitment to remain neutral shall cease. The Union may engage in organizing efforts in non-work areas during Employees' non-working times, subject to applicable Airport security requirements. The Union shall exercise due care so that its access to Employees does not disrupt the Employer's business or violate any security regulations.

5. During the life of this Agreement, the Union will not engage in picketing or other economic activity at the Airport or at other Company operations, work sites, or facilities, and the Company will not engage in a lockout of the Employees.

6. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Company and the Union until the expiration of the Company's contract(s) with the Airport or the Airport's agent, or if sooner upon the execution of a collective bargaining agreement, which explicitly supersedes this document. If the Company recognizes any union besides the Union as the exclusive collective bargaining representative of the Employees, or any of them, this Agreement shall terminate immediately and without notice.

7. No copies of this Agreement shall be disclosed to anyone unaffiliated with the Union or Company except as required by law. The Company will submit Exhibit X to the Port Authority as evidence of its signed labor peace agreement.

AGREED TO:

FOR THE EMPLOYER:

The Grove, Inc.

FOR THE UNION:

Am. Ind. And Toy and Novelty Workers of America., AFL-CIO, Local 223

AMALGAMATED, INDUSTRIAL AND
TOY & NOVELTY WORKERS OF AMERICA
LOCAL 223, AFL-CIO
147 EAST 26th STREET
NEW YORK, N.Y. 10010

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

The Grove, Inc. (the "Company") has complied with board Resolution "All airports -- Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

The Grove, Inc.

By: _____

Print Name: MICHELLE DUKES

Date: 2-4-11

FOR THE UNION:

[Insert Name of Labor Organization]

By: _____

Print Name: JOHNNIE MIRANTI

Date: 2/3/2011

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

MONTHLY GROSS SALES REPORT

Tenant Nam: Tuscany Café

Facility: JFK Airport - Port

Permit/Agre: AYD488

Lease Year: 2014

Activity: Café

Terms: 13%

MONTH	GROSS SALES		
JANUARY	$ 57,705.79		
FEBRUARY	$ 42,525.12		
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			

I certify the above to accurately reflect the sales and payment obligations due under this permit/agreer

Preparer: Mary Ann McNally

Signature:

Telephone 516-594-4944

Tile:

Date: 3/10/14

This report is due by the 10th day of the following month in which activity occurred. If there is not any activity for a given month, still submit this report but specify there is no activity.

1) Send a copy of report with a check to:

The Port Authority of NY & NJ
P.O. Box 95000-1517
Philadelphia, PA 19195 - 1517

and

2) Original report to:

The Port Authority of NY & NJ
One Path Plaza
Revenue Accounting, 6th Floor
Jersey City, NJ 07306

My fax: 201-595-4031/4033
My email: jajia@panynj.gov
My Phone: 201-216-6284

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

MONTHLY GROSS SALES REPORT

Tenant Name: Tuscany Café **Facility:** JFK Airport - Port

Permit/Agreement: AYD488 **Lease Year:** 2013

Activity: Café **Terms:** 13%

MONTH	GROSS SALES	check #
JANUARY	$ 34,877.73	
FEBRUARY	$ 17,532.55	
MARCH	$ 38,041.71	
APRIL	$ 45,110.73	
MAY	$ 58,360.92	
JUNE	$ 57,077.28	
JULY	$ 44,821.40	
AUGUST	$ 66,342.82	
SEPTEMBER	$ 48,489.00	
OCTOBER	$ 55,204.06	
NOVEMBER	$ 46,337.80	
DECEMBER	$ 63,216.72	

I certify the above to accurately reflect the sales and payment obligations due under this permit/agreement.

Preparer: Mary Ann McNally **Signature:** _____

Telephone: 516-594-4944 **Title:** _____

Date: _____

This report is due by the 10th day of the following month in which activity occurred. If there is not any activity for a given month, still submit this report but specify there is no activity.

1) Send a copy of report with a check to:

The Port Authority of NY & NJ
P.O. Box 95000-1517
Philadelphia, PA 19195 - 1517

and

2) Original report to:

The Port Authority of NY & NJ
One Path Plaza
Revenue Accounting, 6th Floor
Jersey City, NJ 07306

My fax: 201-595-4031/4033
My email: jajia@panynj.gov
My Phone: 201-216-6284

2013 YTD Sales for 12006 JFK International Airport

Tenant	Lease	Space	Industry	Category	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	All Months
Oakley	301217	M5	Fashion Accessories	Gross Sales	153,074.40	116,676.45	144,801.95	158,571.25	164,981.10	163,848.03	155,324.09	157,564.00	158,169.95	163,332.45	151,471.60	0.00	1,687,815.27
Solstice	302658	B5	Fashion Accessories	Gross Sales	119,929.57	109,711.81	122,495.62	135,101.32	136,135.14	128,685.92	133,466.78	121,688.54	104,859.31	107,669.05	112,253.55	0.00	1,331,996.61
12006 JFK International Airport	**All Leases**		**Fashion Accessories**		**273,003.97**	**226,388.26**	**267,297.57**	**293,672.57**	**301,116.24**	**292,533.95**	**288,790.87**	**279,252.54**	**263,029.26**	**271,001.50**	**263,725.15**	**0.00**	**3,019,811.88**
Brooks Brothers	64192	B6	Clothing Sundry	Gross Sales	0.01	84,805.86	67,206.95	53,724.56	73,924.15	85,091.38	80,473.30	62,356.59	64,820.40	73,472.78	67,658.00	0.00	713,533.98
International Shoppes	37210	B9	Clothing Sundry	Gross Sales	76,608.00	54,988.00	72,886.69	78,148.65	77,317.60	73,921.69	69,426.60	71,526.60	78,902.40	87,634.40	67,696.75	0.00	809,057.38
12006 JFK International Airport	**All Leases**		**Clothing Sundry**		**76,608.01**	**139,793.86**	**140,093.64**	**131,873.21**	**151,241.75**	**159,013.07**	**149,899.90**	**133,883.19**	**143,722.80**	**161,107.18**	**135,354.75**	**0.00**	**1,522,591.36**
Landau Collection, The	3079	B10	Jewelry Accessories	Gross Sales	30,019.00	26,584.00	28,286.25	30,699.00	37,943.00	34,317.00	33,066.00	37,792.00	41,009.00	48,202.00	33,327.00	0.00	381,244.25
Landau Collection, The	3079	C11	Jewelry Accessories	Gross Sales	31,880.00	30,958.00	31,029.35	30,959.00	31,262.00	30,411.00	43,788.00	39,822.50	44,613.00	58,822.00	35,681.00	0.00	409,225.85
Pandora	64215	B8	Jewelry Accessories	Gross Sales	0.01	58,329.86	63,840.24	58,615.50	77,539.00	56,381.25	59,410.00	58,753.75	81,642.25	73,547.50	70,880.00	0.00	658,939.36
Swatch	3322	C12	Jewelry Accessories	Gross Sales	69,312.20	54,472.47	68,855.00	66,155.00	83,017.00	72,262.00	74,671.00	68,778.00	79,237.00	75,131.00	65,633.00	0.00	777,523.67
12006 JFK International Airport	**All Leases**		**Jewelry Accessories**		**131,211.21**	**170,344.33**	**192,010.84**	**186,428.50**	**229,761.00**	**193,371.25**	**210,935.00**	**205,146.25**	**246,501.25**	**255,702.50**	**205,521.00**	**0.00**	**2,226,933.13**
Bobby Van's Steakhouse	44462	M16	Restaurants	Gross Sales	282,472.00	247,815.00	313,978.00	269,370.00	290,269.00	290,644.00	284,915.00	262,657.00	308,848.00	330,309.00	328,059.00	0.00	3,209,336.00
Bobby Van's Steakhouse	44462	M16	Restaurants	Liquor	95,760.00	91,245.00	114,141.00	101,067.00	108,616.00	101,702.00	89,557.00	87,954.00	122,246.00	125,828.00	121,586.00	0.00	1,159,702.00
Cascata	72162	C15	Restaurants	Gross Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.01	37,293.16	85,691.92	95,226.41	99,796.15	0.00	318,007.65
Cascata	72162	C15	Restaurants	Liquor	0.00	0.00	0.00	0.00	0.00	0.00	0.01	14,439.00	40,556.50	44,924.54	45,826.25	0.00	145,746.30
OTG MAnagement 3 Spaces	301356	B12	Restaurants	Food and Beve	145,799.62	156,993.13	208,319.43	179,951.01	211,840.59	239,229.46	231,074.22	212,993.76	202,677.94	209,992.97	198,163.00	0.00	2,197,035.13
OTG MAnagement 3 Spaces	301356	B12	Restaurants	Liquor	30,183.00	35,119.14	44,982.65	40,928.00	48,504.55	45,374.75	43,758.00	40,809.10	52,260.62	48,941.10	44,247.25	0.00	475,108.16
OTG MAnagement 3 Spaces	301356	B16	Restaurants	Food and Beve	12,424.90	8,288.04	12,168.48	9,698.25	10,705.68	14,172.71	11,071.09	11,220.45	15,759.62	16,363.00	15,396.75	0.00	137,268.97
OTG MAnagement 3 Spaces	301356	B16	Restaurants	Liquor	23,341.92	21,572.25	29,290.46	23,047.00	28,883.25	28,550.50	25,358.25	22,743.66	29,027.50	27,401.56	26,045.05	0.00	285,261.40
OTG MAnagement 3 Spaces	301356	B4	Restaurants	Food and Beve	30,600.10	27,413.89	33,971.02	32,036.14	34,061.34	40,537.13	32,480.14	35,308.53	39,314.77	39,213.67	38,886.40	0.00	383,823.13
OTG MAnagement 3 Spaces	301356	B4	Restaurants	Liquor	47,175.75	48,820.50	62,076.83	52,411.34	58,689.70	56,574.15	51,310.25	48,037.00	63,415.00	60,971.75	57,144.50	0.00	606,626.77
Soho Bistro	2746	C3	Restaurants	Gross Sales	287,245.61	259,749.76	338,206.57	283,416.42	292,089.66	304,617.21	329,969.70	285,082.82	298,703.42	323,860.07	295,176.29	0.00	3,298,117.53
Soho Bistro	2746	C3	Restaurants	Liquor	115,661.36	110,968.07	131,580.37	116,196.52	122,283.83	115,107.07	117,245.02	99,719.24	119,267.30	125,044.27	109,403.02	0.00	1,282,476.07
Vino Volo	301938	C18	Restaurants	Gross Sales	0.01	50,658.38	79,356.53	81,850.83	88,638.16	76,194.35	64,829.81	55,142.27	73,669.84	79,253.04	83,397.66	0.00	732,990.88
Vino Volo	301938	M4	Restaurants	Gross Sales	26,443.30	6,969.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,413.27
12006 JFK International Airport	**All Leases**		**Restaurants**		**1,097,107.57**	**1,065,613.13**	**1,368,071.34**	**1,189,972.51**	**1,294,581.76**	**1,312,703.33**	**1,281,568.50**	**1,213,399.99**	**1,451,438.43**	**1,527,329.38**	**1,463,127.32**	**0.00**	**14,264,913.26**
Abitino's Pizzeria	301971	M8	Food Court	Food and Beve	161,982.85	142,557.19	183,923.13	177,980.92	192,606.57	201,073.27	215,914.90	208,832.16	192,488.45	194,501.66	173,385.49	0.00	2,045,246.59
Abitino's Pizzeria	301971	M8	Food Court	Liquor	9,242.57	7,271.86	9,554.05	11,890.15	11,398.97	9,607.96	9,607.96	9,595.98	11,434.91	11,776.34	10,770.02	0.00	112,150.77
Brooklyn National Deli	2818	C10	Food Court	Gross Sales	244,710.50	210,199.86	272,047.85	236,879.48	266,557.16	268,490.62	279,735.99	262,792.46	263,650.32	274,265.99	260,167.18	0.00	2,839,497.41
Europan	315731	M11	Food Court	Gross Sales	192,730.74	172,641.68	211,246.97	196,756.20	187,675.80	196,239.50	209,095.70	191,715.80	172,149.10	180,200.80	162,738.60	0.00	2,073,190.89
McDonald's	301241	M9	Food Court	Gross Sales	228,737.00	193,916.00	225,772.00	222,124.00	239,164.00	251,407.00	278,486.00	277,495.00	241,951.00	243,812.00	216,435.00	0.00	2,619,299.00
Wok N Roll	302543	M10	Food Court	Gross Sales	103,888.79	85,836.16	119,280.62	97,172.07	112,704.08	121,446.11	121,434.99	121,177.34	107,511.78	107,311.23	98,572.77	0.00	1,196,335.94
12006 JFK International Airport	**All Leases**		**Food Court**		**941,292.45**	**812,422.75**	**1,021,824.62**	**942,802.82**	**1,010,106.58**	**1,048,264.46**	**1,114,275.54**	**1,071,608.74**	**989,185.56**	**1,011,868.02**	**922,069.06**	**0.00**	**10,885,720.60**
American Cafe	64191	A5	Food Service	Gross Sales	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.01	0.01	0.01	0.01	0.00	0.07
Au Bon Pain	2899	C14	Food Service	Gross Sales	202,565.92	175,794.13	211,626.33	202,982.60	214,111.74	206,042.94	218,929.76	189,293.09	171,490.88	175,972.14	169,025.65	0.00	2,137,835.18
AUNTIE ANNE'S PRETZELS	310535	M13	Food Service	Gross Sales	37,276.60	33,317.71	39,725.04	42,017.28	47,611.40	54,732.97	59,096.25	55,747.52	43,788.28	43,440.63	37,480.90	0.00	494,234.58
Cibo Express Gourmet Markets	309690	B17	Food Service	Gross Sales	37,627.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,627.38
Dunkin Donuts	54434	A6	Food Service	Gross Sales	56,263.87	49,233.74	57,660.10	54,298.15	57,189.82	60,369.85	68,944.80	70,840.74	62,568.93	60,868.52	59,543.19	0.00	657,781.71
Juan Valdez Cafe	36930	B3	Food Service	Gross Sales	39,535.05	40,387.72	49,277.80	43,942.25	50,299.73	53,089.07	59,511.27	51,808.77	44,076.68	46,040.53	39,373.57	0.00	517,342.44
Starbucks Coffee	2755	C6	Food Service	Gross Sales	143,794.19	131,839.70	177,211.00	154,765.43	154,767.96	158,289.26	167,356.02	143,039.60	124,836.61	161,809.61	152,641.95	0.00	1,670,351.33
Starbucks Coffee	2755	M4	Food Service	Gross Sales	0.00	0.00	0.00	0.00	0.00	0.01	0.01	91,115.56	123,646.36	128,362.66	126,755.70	0.00	469,880.30
Vino Volo	301946	M4A	Food Service	Gross Sales	14,837.74	11,077.45	30,833.90	22,823.90	18,873.20	40,333.94	18,551.89	19,756.94	44,884.88	34,860.30	33,350.82	0.00	290,184.96
12006 JFK International Airport	**All Leases**		**Food Service**		**531,900.76**	**441,650.46**	**566,334.18**	**520,829.61**	**542,853.85**	**572,858.04**	**592,390.00**	**621,602.23**	**615,292.63**	**651,354.40**	**618,171.79**	**0.00**	**6,275,237.95**
Travelex Worldwide Money	3385	C2	Currency Exchange	Gross Sales	1,458,603.77	1,451,187.47	1,989,099.20	1,709,081.56	2,420,670.77	2,733,857.07	2,568,417.74	2,401,062.76	2,539,426.74	2,188,721.46	1,712,591.49	0.00	23,172,720.03
Travelex Worldwide Money	3385	C2	Currency Exchange	Other	464.88	444.88	349.00	339.93	377.58	292.80	305.92	652.82	246.38	257.10	154.62	0.00	3,885.91
12006 JFK International Airport	**All Leases**		**Currency Exchange**		**1,459,068.65**	**1,451,632.35**	**1,989,448.20**	**1,709,421.49**	**2,421,048.35**	**2,734,149.87**	**2,568,723.66**	**2,401,715.58**	**2,539,673.12**	**2,188,978.56**	**1,712,746.11**	**0.00**	**23,176,605.94**
L'Occitane	3133	C1	Beauty & Health	Gross Sales	41,377.30	35,675.65	40,841.35	47,559.40	51,147.32	45,298.80	45,234.92	41,979.90	46,670.46	55,751.00	52,551.40	0.00	504,087.50
12006 JFK International Airport	**All Leases**		**Beauty & Health**		**41,377.30**	**35,675.65**	**40,841.35**	**47,559.40**	**51,147.32**	**45,298.80**	**45,234.92**	**41,979.90**	**46,670.46**	**55,751.00**	**52,551.40**	**0.00**	**504,087.50**
International Shoppes	3115	B15	Duty Free	Fragrances/Pe	54,408.00	46,169.00	50,677.00	58,580.50	9,546.00	1,043.50	707.50	977.50	56,522.00	79,914.50	73,544.50	0.00	432,090.00
International Shoppes	3115	B15	Duty Free	Gross Sales	77,792.22	84,477.00	91,699.75	66,570.95	19,727.55	14,711.85	12,292.50	14,334.65	66,454.20	72,839.75	68,456.20	0.00	589,356.62
International Shoppes	3115	B15	Duty Free	Other	6,086.75	3,807.00	5,208.65	4,789.35	904.60	41.40	95.50	0.01	4,678.45	6,973.85	8,033.65	0.00	40,619.21
International Shoppes	3115	B15	Duty Free	Retail Display	944.10	6,015.67	8,694.46	7,261.94	4,117.49	976.49	420.53	9,124.43	3,083.34	4,206.90	11,625.00	0.00	56,470.35
International Shoppes	3115	C9	Duty Free	Fragrances/Pe	27,485.50	1,484.00	2,801.00	2,819.50	123,645.50	139,272.00	118,236.00	134,892.50	150,029.50	174,531.50	170,413.50	0.00	1,045,610.50
International Shoppes	3115	C9	Duty Free	Gross Sales	51,283.46	30,789.00	35,870.60	40,080.46	166,731.05	141,621.39	150,406.65	142,942.70	164,613.75	151,650.70	148,970.15	0.00	1,224,959.91
International Shoppes	3115	C9	Duty Free	Other	6,243.80	187.50	216.55	161.55	29,278.94	29,510.67	25,075.30	25,752.00	26,947.70	29,902.50	30,771.45	0.00	204,047.96
International Shoppes	3115	C9	Duty Free	Retail Display	944.10	6,015.67	7,194.46	10,261.94	7,117.49	976.49	3,420.53	9,124.43	7,883.34	4,206.90	28,325.01	0.00	85,470.36
International Shoppes	3115	M14	Duty Free	Fragrances/Pe	685,209.00	575,160.50	726,569.50	931,621.00	1,019,311.00	941,388.50	847,893.00	938,005.60	983,658.60	1,175,039.70	1,048,368.60	0.00	9,872,225.00
International Shoppes	3115	M14	Duty Free	Gross Sales	548,009.39	601,503.06	719,090.12	644,245.64	681,226.16	610,731.82	586,647.18	635,152.69	569,573.30	498,947.73	455,594.48	0.00	6,550,721.57
International Shoppes	3115	M14	Duty Free	Other	445,438.74	429,122.05	467,713.75	555,182.87	630,484.00	530,299.02	479,462.35	511,245.55	624,094.03	686,052.65	688,088.38	0.00	6,047,183.39
International Shoppes	3115	M14	Duty Free	Retail Display	35,690.10	33,045.67	67,944.46	60,261.94	49,617.49	2,476.49	24,920.53	42,984.43	13,083.34	13,456.90	127,425.01	0.00	470,906.36
12006 JFK International Airport	**All Leases**		**Duty Free**		**1,939,535.16**	**1,817,776.12**	**2,183,680.30**	**2,381,837.64**	**2,741,707.27**	**2,413,049.62**	**2,249,577.57**	**2,464,536.49**	**2,670,621.55**	**2,897,723.58**	**2,859,615.93**	**0.00**	**26,619,661.23**
Hudson News	3034	A001	News & Gifts	Food and Beve	54,641.09	47,990.16	72,460.53	74,624.44	82,998.52	114,265.45	95,478.73	96,542.59	81,740.67	80,600.33	67,840.17	0.00	869,182.68
Hudson News	3034	A001	News & Gifts	Newspapers	20,541.93	16,231.26	25,866.28	25,179.82	27,542.85	30,379.27	30,779.14	34,065.53	31,197.92	27,057.70	26,642.44	0.00	295,484.14
Hudson News	3034	A001	News & Gifts	Other	0.01	0.01	0.01	27.00	0.01	0.01	24.95	0.01	0.01	55.98	0.01	0.00	108.01
Hudson News	3034	A001	News & Gifts	Souvenirs/Gifts	3,142.67	3,193.15	3,278.52	2,918.12	3,678.15	3,821.16	4,131.10	3,911.26	608.14	4,326.11	1,039.00	0.00	34,047.38
Hudson News	3034	B1	News & Gifts	Food and Beve	4,730.84	3,312.80	5,423.12	4,187.41	4,953.41	32,220.66	6,137.96	6,309.30	7,037.78	6,824.75	6,216.45	0.00	87,354.48
Hudson News	3034	B1	News & Gifts	Newspapers	298,298.58	260,634.42	348,510.16	308,793.02	348,286.69	343,104.81	332,726.77	334,275.74	374,725.00	366,802.70	325,184.35	0.00	3,641,342.24
Hudson News	3034	B1	News & Gifts	Other	45,500.25	40,295.91	50,212.48	39,902.35	53,492.69	48,244.58	48,572.80	45,265.04	46,268.61	51,634.26	47,203.50	0.00	516,592.47
Hudson News	3034	B1	News & Gifts	Souvenirs/Gifts	120,313.49	107,518.98	130,390.37	130,864.77	145,523.32	135,000.26	149,109.84	144,749.93	132,876.07	163,848.93	145,634.86	0.00	1,505,830.82
Hudson News	3034	B11	News & Gifts	Food and Beve	551.99	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	2.99	0.00	555.07
Hudson News	3034	B11	News & Gifts	Newspapers	116,773.44	110,889.71	138,534.69	128,527.95	135,189.25	139,941.27	134,435.38	132,328.70	130,934.94	129,051.79	123,598.10	0.00	1,420,205.22
Hudson News	3034	B11	News & Gifts	Other	41,849.19	37,362.02	50,345.18	46,183.55	49,601.16	52,937.38	52,178.35	51,690.62	46,348.48	49,504.11	48,304.91	0.00	526,304.95
Hudson News	3034	B11	News & Gifts	Souvenirs/Gifts	35,371.21	34,221.54	44,468.84	39,850.19	47,860.21	43,142.62	46,742.51	50,099.23	47,701.99	46,886.71	43,915.57	0.00	480,260.62
Hudson News	3034	B14	News & Gifts	Food and Beve	618.90	0.01	0.01	0.01	0.01	0.01	0.01	0.01	14.99	0.01	0.02	0.00	633.99
Hudson News	3034	B14	News & Gifts	Newspapers	88,394.77	79,819.42	91,925.85	85,441.76	89,575.11	101,099.17	99,742.39	94,304.04	93,034.45	86,558.01	78,767.58	0.00	988,662.55
Hudson News	3034	B14	News & Gifts	Other	2,720.83	3,416.94	3,406.58	3,275.42	4,086.68	4,466.35	4,838.26	4,076.51	3,708.98	5,628.45	3,599.43	0.00	43,224.43
Hudson News	3034	B14	News & Gifts	Souvenirs/Gifts	23,677.34	19,595.80	23,653.47	24,513.01	28,315.70	32,446.67	32,306.66	32,083.26	27,243.20	32,086.35	21,646.73	0.00	297,568.19
Hudson News	3034	B31	News & Gifts	Food and Beve	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.11
Hudson News	3034	B31	News & Gifts	Newspapers	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.11
Hudson News	3034	B31	News & Gifts	Other	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.11
Hudson News	3034	B31	News & Gifts	Souvenirs/Gifts	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.11
Hudson News	3034	C13	News & Gifts	Food and Beve	644.47	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	644.57
Hudson News	3034	C13	News & Gifts	Newspapers	80,005.91	68,601.55	85,085.28	77,586.71	86,582.74	77,617.07	88,716.10	80,688.28	76,525.25	82,634.00	79,036.01	0.00	883,078.90
Hudson News	3034	C13	News & Gifts	Other	3,521.39	3,497.44	4,102.74	3,906.20	4,949.67	3,950.73	4,350.45	3,123.00	3,827.93	4,785.20	3,342.76	0.00	43,357.51
Hudson News	3034	C13	News & Gifts	Retail Display	867.34	1,184.68	1,302.12	317.34	317.34	317.34	0.01	382.34	382.34	1,996.34	8,116.34	0.00	15,183.53
Hudson News	3034	C13	News & Gifts	Souvenirs/Gifts	6,498.21	4,244.21	4,570.57	4,555.99	5,055.36	4,275.29	4,899.31	6,895.18	13,474.93	9,186.09	10,208.82	0.00	73,863.96
Hudson News	3034	C20	News & Gifts	Food and Beve	572.61	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	572.71
Hudson News	3034	C20	News & Gifts	Newspapers	55,194.37	49,550.09	73,626.69	66,044.21	69,664.51	77,194.53	78,003.79	61,175.11	47,686.10	71,798.70	63,868.64	0.00	713,806.74
Hudson News	3034	C20	News & Gifts	Other	2,310.94	2,023.76	3,471.45	2,579.85	3,269.37	3,058.52	3,255.83	2,256.36	2,126.06	3,601.05	2,375.39	0.00	30,328.58
Hudson News	3034	C20	News & Gifts	Souvenirs/Gifts	2,386.34	1,480.73	2,387.14	1,941.05	2,679.43	2,802.19	2,225.44	2,672.60	11,671.05	2,667.10	2,153.79	0.00	35,066.86
Hudson News	3034	C7	News & Gifts	Food and Beve	90,789.87	89,799.51	116,333.40	97,319.67	109,064.94	48,270.46	113,228.42	102,512.96	103,198.02	109,633.23	96,304.72	0.00	1,076,455.20
Hudson News	3034	C7	News & Gifts	Newspapers	178,489.12	161,811.70	202,490.49	176,440.13	202,836.56	196,614.95	188,952.72	188,947.89	193,231.10	196,787.04	187,582.58	0.00	2,074,184.28
Hudson News	3034	C7	News & Gifts	Other	22,724.69	21,679.89	28,564.18	20,991.85	25,620.80	27,486.60	26,294.16	22,699.77	24,486.28	26,919.50	23,960.55	0.00	271,428.27
Hudson News	3034	C7	News & Gifts	Souvenirs/Gifts	74,657.90	58,115.04	79,140.66	87,915.59	97,379.09	98,320.89	105,645.45	98,340.53	101,396.12	103,856.57	88,599.38	0.00	993,367.22
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	News & Gifts	Food and Beve	61,153.00	51,569.70	59,634.17	61,429.17	74,509.13	83,401.77	93,024.61	87,760.65	73,961.71	71,507.58	58,706.76	0.00	776,658.25
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	News & Gifts	Gross Sales	7,565.20	6,477.61	7,413.97	6,614.12	8,035.58	8,129.65	8,985.05	9,066.30	11,310.42	9,740.97	7,961.08	0.00	91,299.95
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	News & Gifts	Newspapers	56,517.73	48,899.47	52,970.58	54,737.87	64,259.02	70,739.76	80,758.43	71,421.34	65,115.96	66,238.65	59,443.23	0.00	691,102.04
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	News & Gifts	Retail Display	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.11
12006 JFK International Airport	**All Leases**		**News & Gifts**		**1,501,025.67**	**1,333,417.59**	**1,709,569.61**	**1,576,668.55**	**1,775,327.38**	**1,783,249.50**	**1,835,544.70**	**1,767,644.16**	**1,751,834.58**	**1,812,218.29**	**1,631,256.23**	**0.00**	**18,477,756.36**
Inmotion Entertainment	302551	B7	Electronic & Photo	Gross Sales	182,678.64	154,770.59	201,551.78	175,546.09	184,258.35	209,070.79	213,778.76	190,647.97	161,178.87	160,392.63	148,104.04	0.00	1,981,978.51

2013 YTD Sales for 12006 JFK International Airport

Tenant	Lease	Space	Industry	Category	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	All Months
ZoomSystems	58961	K3	Electronic & Photo	Gross Sales	19,931.96	14,933.87	17,696.24	16,796.75	19,753.35	23,670.90	27,350.80	24,195.31	15,648.91	11,443.27	16,523.57	0.00	207,944.93
ZoomSystems	58961	K5	Electronic & Photo	Gross Sales	21,751.66	15,263.19	23,790.68	16,891.50	16,058.49	19,425.75	17,475.34	15,135.24	16,902.63	10,270.72	17,309.54	0.00	190,274.74
12006 JFK International Airport	**All Leases**		**Electronic & Photo**		**224,362.26**	**184,967.65**	**243,038.70**	**209,234.34**	**220,070.19**	**252,167.44**	**258,604.90**	**229,978.52**	**193,730.41**	**182,106.62**	**181,937.15**	**0.00**	**2,380,198.18**
AIRPORT WIRELESS - PALM ONE	2710	C5	Cellular Phone	Gross Sales	10,524.74	7,750.91	9,019.97	6,383.66	7,219.53	6,724.52	7,219.54	4,886.58	4,032.65	5,604.38	4,100.97	0.00	73,467.45
AIRPORT WIRELESS - PALM ONE	2710	C5	Cellular Phone	Other	30,224.99	29,440.51	42,954.79	35,719.20	42,155.01	52,259.72	50,243.88	37,442.07	30,539.21	31,394.42	27,668.74	0.00	410,042.54
12006 JFK International Airport	**All Leases**		**Cellular Phone**		**40,749.73**	**37,191.42**	**51,974.76**	**42,102.86**	**49,374.54**	**58,984.24**	**57,463.42**	**42,328.65**	**34,571.86**	**36,998.80**	**31,769.71**	**0.00**	**483,509.99**
Brookstone	302703	M6	Gifts, Cards, Stat	Gross Sales	159,250.94	143,697.58	174,446.24	179,335.78	197,950.83	192,264.34	193,870.82	188,108.89	182,875.24	197,969.39	192,668.63	0.00	2,002,438.68
12006 JFK International Airport	**All Leases**		**Gifts, Cards, Stat**		**159,250.94**	**143,697.58**	**174,446.24**	**179,335.78**	**197,950.83**	**192,264.34**	**193,870.82**	**188,108.89**	**182,875.24**	**197,969.39**	**192,668.63**	**0.00**	**2,002,438.68**
Metropolitan Museum of Art,The	302623	M7	Art Galleries	Gross Sales	77,611.00	69,722.78	108,184.07	101,616.76	118,169.80	122,742.71	83,573.30	86,867.13	123,004.92	116,754.97	105,464.63	0.00	1,113,712.07
12006 JFK International Airport	**All Leases**		**Art Galleries**		**77,611.00**	**69,722.78**	**108,184.07**	**101,616.76**	**118,169.80**	**122,742.71**	**83,573.30**	**86,867.13**	**123,004.92**	**116,754.97**	**105,464.63**	**0.00**	**1,113,712.07**
iStore Boutique & Porsche Desi	66597	B17	Miscellaneous Trades	Gross Margin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,099.00	8,129.74	6,586.29		
iStore Boutique & Porsche Desi	66597	B17	Miscellaneous Trades	Gross Sales	0.00	0.00	0.00	0.00	0.00	0.01	0.01	139,851.49	221,703.55	287,133.32	293,566.75	0.00	942,255.13
iStore Boutique & Porsche Desi	66597	B17	Miscellaneous Trades	Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68,909.84	66,725.30	60,886.60		
12006 JFK International Airport	**All Leases**		**Miscellaneous Trades**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.01**	**0.01**	**139,851.49**	**298,712.39**	**361,988.36**	**361,039.64**	**0.00**	**1,161,591.90**
GRAND TOTAL	**All Leases**				**8,494,104.68**	**7,930,293.93**	**10,056,815.42**	**9,513,356.14**	**11,104,456.86**	**11,180,650.63**	**10,930,453.11**	**10,887,903.75**	**11,550,864.46**	**11,728,852.55**	**10,737,018.50**	**0.00**	**114,114,770.03**

2014 YTD Sales for 12006 JFK International Airport

Tenant	Lease	Space	Space Type	RCD	Expiry Date	Industry	Category	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	All Months
0	0			*KEY_ERR	*KEY_ERR			*KEY_ERR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oakley	301217	M5	INL	05/15/2007	04/30/2014	Fashion Accessories	Gross Sales	137,852.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137,852.92
Solstice	302658	B5	INL	05/25/2007	05/31/2014	Fashion Accessories	Gross Sales	112,631.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112,631.67
12006 JFK International Airport	**All Leases**						**Fashion Accessories**	**250,484.59**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**250,484.59**
Brooks Brothers	64192	B6	INL	11/18/2012	11/17/2018	Clothing Sundry	Gross Sales	90,963.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90,963.14
International Shoppes	37210	B9	INL	03/25/2008	12/31/2014	Clothing Sundry	Gross Sales	59,412.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,412.87
12006 JFK International Airport	**All Leases**						**Clothing Sundry**	**150,376.01**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**150,376.01**
Landau Collection, The	3079	B10	INL	09/01/2010	06/30/2014	Jewelry Accessories	Gross Sales	38,378.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,378.00
Landau Collection, The	3079	C11	INL	09/01/2010	06/30/2014	Jewelry Accessories	Gross Sales	31,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,804.00
Pandora	64215	B8	INL	11/18/2012	11/17/2018	Jewelry Accessories	Gross Sales	71,516.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,516.25
Swatch	3322	C12	INL	08/24/2010	05/31/2017	Jewelry Accessories	Gross Sales	48,988.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,988.00
12006 JFK International Airport	**All Leases**						**Jewelry Accessories**	**190,686.25**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**190,686.25**
Bobby Van's Steakhouse	44462	M16	INL	10/10/2008	10/31/2023	Restaurants	Gross Sales	294,863.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	294,863.00
Bobby Van's Steakhouse	44462	M16	INL	10/10/2008	10/31/2023	Restaurants	Liquor	98,186.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,186.00
Cascata	72162	C15	INL	06/13/2013	07/31/2019	Restaurants	Gross Sales	110,212.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110,212.10
Cascata	72162	C15	INL	06/13/2013	07/31/2019	Restaurants	Liquor	39,914.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,914.47
OTG MAnagement 3 Spaces	301356	B12	INL	05/15/2007	12/26/2015	Restaurants	Food and Beverage	212,187.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212,187.57
OTG MAnagement 3 Spaces	301356	B12	INL	05/15/2007	12/26/2015	Restaurants	Liquor	39,396.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,396.90
OTG MAnagement 3 Spaces	301356	B16	INL	05/15/2007	12/26/2015	Restaurants	Food and Beverage	16,079.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,079.28
OTG MAnagement 3 Spaces	301356	B16	INL	05/15/2007	12/26/2015	Restaurants	Liquor	25,644.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,644.50
OTG MAnagement 3 Spaces	301356	B4	INL	05/15/2007	12/26/2015	Restaurants	Food and Beverage	35,888.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,888.37
OTG MAnagement 3 Spaces	301356	B4	INL	05/15/2007	12/26/2015	Restaurants	Liquor	49,323.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,323.75
Soho Bistro	2746	C3	INL	08/24/2005	05/31/2015	Restaurants	Gross Sales	276,690.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	276,690.55
Soho Bistro	2746	C3	INL	08/24/2005	05/31/2015	Restaurants	Liquor	92,476.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,476.09
Vino Volo	301938	C1B	INL	01/01/2013	05/31/2017	Restaurants	Gross Sales	66,357.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66,357.78
12006 JFK International Airport	**All Leases**						**Restaurants**	**1,357,220.36**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,357,220.36**
Abitino's Pizzeria	301971	M8	FDC	05/15/2007	04/30/2014	Food Court	Food and Beverage	201,066.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,066.54
Abitino's Pizzeria	301971	M8	FDC	05/15/2007	04/30/2014	Food Court	Liquor	9,643.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,643.90
Brooklyn National Deli	2818	C10	INL	08/24/2010	05/31/2017	Food Court	Gross Sales	249,119.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,119.06
Europan	315731	M11	INL	01/01/2008	12/31/2014	Food Court	Gross Sales	193,349.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193,349.10
McDonald's	301241	M9	INL	05/15/2007	05/31/2017	Food Court	Gross Sales	258,269.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	258,269.00
Wok N Roll	302543	M10	INL	05/15/2007	04/30/2014	Food Court	Gross Sales	109,873.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109,873.50
12006 JFK International Airport	**All Leases**						**Food Court**	**1,021,321.10**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,021,321.10**
American Cafe	64191	A5	KIO	08/29/2013	09/02/2017	Food Service	Gross Sales	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Au Bon Pain	2899	C14	INL	08/24/2005	07/31/2015	Food Service	Gross Sales	172,763.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	172,763.90
AUNTIE ANNE'S PRETZELS	310535	M13	KIO	05/15/2007	12/31/2014	Food Service	Gross Sales	41,976.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,976.74
Dunkin Donuts	54434	A6	INL	11/22/2010	06/30/2014	Food Service	Gross Sales	75,271.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,271.35
Juan Valdez Cafe	36930	B3	INL	03/01/2008	02/28/2015	Food Service	Gross Sales	29,575.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,575.68
Starbucks Coffee	2755	C6	FDC	08/24/2005	05/31/2017	Food Service	Gross Sales	141,684.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141,684.94
Starbucks Coffee	2755	M4	INL	08/24/2005	05/31/2017	Food Service	Gross Sales	130,917.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,917.13
Vino Volo	301946	M4A	INL	05/15/2007	04/30/2014	Food Service	Gross Sales	23,327.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,327.00
12006 JFK International Airport	**All Leases**						**Food Service**	**615,516.75**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**615,516.75**
Travelex Worldwide Money	3385	C2	INL	08/24/2005	05/31/2017	Currency Exchange	Gross Sales	1,424,914.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,424,914.72
Travelex Worldwide Money	3385	C2	INL	08/24/2005	05/31/2017	Currency Exchange	Other	214.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	214.81
12006 JFK International Airport	**All Leases**						**Currency Exchange**	**1,425,129.53**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,425,129.53**
L'Occitane	3133	C1	INL	08/24/2010	12/31/2014	Beauty & Health	Gross Sales	33,701.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,701.14
12006 JFK International Airport	**All Leases**						**Beauty & Health**	**33,701.14**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**33,701.14**
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Fragrances/Perfumes	73,353.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,353.00
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Gross Sales	67,371.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67,371.20
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Other	4,935.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,935.70
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Retail Display Advertising	12,637.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,637.74
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Fragrances/Perfumes	128,792.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128,792.90
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Gross Sales	111,774.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111,774.91
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Other	25,432.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,432.15
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Retail Display Advertising	12,637.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,637.74
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Fragrances/Perfumes	821,157.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	821,157.90
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Gross Sales	269,921.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269,921.94
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Other	522,371.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	522,371.76
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Retail Display Advertising	59,197.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,197.74
12006 JFK International Airport	**All Leases**						**Duty Free**	**2,109,584.68**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,109,584.68**
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	75,365.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,365.88
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	28,820.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,820.01
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Other	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	1,185.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,185.18
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	56,945.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,945.16
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	237,223.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,223.15
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Other	38,210.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,210.99
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	138,682.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	138,682.80
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	120,912.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,912.10
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Other	40,705.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,705.45
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	42,967.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,967.30
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	93,459.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93,459.96
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Other	3,176.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,176.64
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	25,412.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,412.66
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Newspapers	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Other	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	78,155.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,155.19
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Other	3,754.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,754.98
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Retail Display Advertising	1,180.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,180.79
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	9,308.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,308.36
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Newspapers	61,034.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61,034.67
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Other	2,134.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,134.85
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	1,354.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,354.25
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	39,562.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,562.33
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	232,032.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232,032.46
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Other	20,954.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,954.71
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	77,340.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,340.23
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Food and Beverage	83,789.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83,789.19
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Gross Sales	8,722.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,722.50
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Newspapers	62,256.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,256.21
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Retail Display Advertising	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
12006 JFK International Airport	**All Leases**						**News & Gifts**	**1,584,648.10**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,584,648.10**
Inmotion Entertainment	302551	B7	INL	05/15/2007	04/30/2014	Electronic & Photo	Gross Sales	153,013.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153,013.71
ZoomSystems	58961	K3	KIO	10/10/2011	12/31/2014	Electronic & Photo	Gross Sales	17,088.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,088.30
ZoomSystems	58961	K5	KIO	10/10/2011	12/31/2014	Electronic & Photo	Gross Sales	20,171.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,171.37
12006 JFK International Airport	**All Leases**						**Electronic & Photo**	**190,673.38**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**190,673.38**
AIRPORT WIRELESS - PALM ONE	2710	C5	INL	08/24/2010	09/30/2018	Cellular Phone	Gross Sales	5,656.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,656.32
AIRPORT WIRELESS - PALM ONE	2710	C5	INL	08/24/2010	09/30/2018	Cellular Phone	Other	24,862.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,862.88
12006 JFK International Airport	**All Leases**						**Cellular Phone**	**30,519.20**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**30,519.20**
Brookstone	302703	M6	INL	06/01/2007	04/30/2014	Gifts, Cards, Stat	Gross Sales	148,550.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148,550.49
12006 JFK International Airport	**All Leases**						**Gifts, Cards, Stat**	**148,550.49**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**148,550.49**
Metropolitan Museum of Art,The	302623	M7	INL	05/15/2007	05/31/2014	Art Galleries	Gross Sales	75,820.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,820.62
12006 JFK International Airport	**All Leases**						**Art Galleries**	**75,820.62**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**75,820.62**
iStore Boutique & Porsche Desi	66597	B17	INL	05/25/2013	12/18/2019	Miscellaneous Trades	Gross Margin	10,643.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,643.91
iStore Boutique & Porsche Desi	66597	B17	INL	05/25/2013	12/18/2019	Miscellaneous Trades	Gross Sales	269,434.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269,434.60
iStore Boutique & Porsche Desi	66597	B17	INL	05/25/2013	12/18/2019	Miscellaneous Trades	Other	54,403.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,403.80
12006 JFK International Airport	**All Leases**						**Miscellaneous Trades**	**334,482.31**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**334,482.31**
GRAND TOTAL	**All Leases**							**9,518,714.51**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**9,518,714.51**

2014 YTD Sales for 12006 JFK International Airport

Tenant	Lease	Space	Space Type	RCD	Expiry Date	Industry	Category	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	All Months
0	0			*KEY_ERR	*KEY_ERR			*KEY_ERR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oakley	301217	M5	INL	05/15/2007	04/30/2014	Fashion Accessories	Gross Sales	137,852.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137,852.92
Solstice	302658	B5	INL	05/25/2007	05/31/2014	Fashion Accessories	Gross Sales	112,631.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112,631.67
12006 JFK International Airport	**All Leases**						**Fashion Accessories**	**250,484.59**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**250,484.59**
Brooks Brothers	64192	B6	INL	11/18/2012	11/17/2018	Clothing Sundry	Gross Sales	90,963.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90,963.14
International Shoppes	37210	B9	INL	03/25/2008	12/31/2014	Clothing Sundry	Gross Sales	59,412.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,412.87
12006 JFK International Airport	**All Leases**						**Clothing Sundry**	**150,376.01**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**150,376.01**
Landau Collection, The	3079	B10	INL	09/01/2010	06/30/2014	Jewelry Accessories	Gross Sales	38,378.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,378.00
Landau Collection, The	3079	C11	INL	09/01/2010	06/30/2014	Jewelry Accessories	Gross Sales	31,804.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,804.00
Pandora	64215	B8	INL	11/18/2012	11/17/2018	Jewelry Accessories	Gross Sales	71,516.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,516.25
Swatch	3322	C12	INL	08/24/2010	05/31/2017	Jewelry Accessories	Gross Sales	48,988.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,988.00
12006 JFK International Airport	**All Leases**						**Jewelry Accessories**	**190,686.25**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**190,686.25**
Bobby Van's Steakhouse	44462	M16	INL	10/10/2008	10/31/2023	Restaurants	Gross Sales	294,863.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	294,863.00
Bobby Van's Steakhouse	44462	M16	INL	10/10/2008	10/31/2023	Restaurants	Liquor	98,186.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,186.00
Cascata	72162	C15	INL	06/13/2013	07/31/2019	Restaurants	Gross Sales	110,212.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110,212.10
Cascata	72162	C15	INL	06/13/2013	07/31/2019	Restaurants	Liquor	39,914.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,914.47
OTG MAnagement 3 Spaces	301356	B12	INL	05/15/2007	12/26/2015	Restaurants	Food and Beverage	212,187.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212,187.57
OTG MAnagement 3 Spaces	301356	B12	INL	05/15/2007	12/26/2015	Restaurants	Liquor	39,396.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,396.90
OTG MAnagement 3 Spaces	301356	B16	INL	05/15/2007	12/26/2015	Restaurants	Food and Beverage	16,079.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,079.28
OTG MAnagement 3 Spaces	301356	B16	INL	05/15/2007	12/26/2015	Restaurants	Liquor	25,644.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,644.50
OTG MAnagement 3 Spaces	301356	B4	INL	05/15/2007	12/26/2015	Restaurants	Food and Beverage	35,888.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,888.37
OTG MAnagement 3 Spaces	301356	B4	INL	05/15/2007	12/26/2015	Restaurants	Liquor	49,323.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,323.75
Soho Bistro	2746	C3	INL	08/24/2005	05/31/2015	Restaurants	Gross Sales	276,690.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	276,690.55
Soho Bistro	2746	C3	INL	08/24/2005	05/31/2015	Restaurants	Liquor	92,476.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,476.09
Vino Volo	301938	C1B	INL	01/01/2013	05/31/2017	Restaurants	Gross Sales	66,357.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66,357.78
12006 JFK International Airport	**All Leases**						**Restaurants**	**1,357,220.36**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,357,220.36**
Abitino's Pizzeria	301971	M8	FDC	05/15/2007	04/30/2014	Food Court	Food and Beverage	201,066.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,066.54
Abitino's Pizzeria	301971	M8	FDC	05/15/2007	04/30/2014	Food Court	Liquor	9,643.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,643.90
Brooklyn National Deli	2818	C10	INL	08/24/2010	05/31/2017	Food Court	Gross Sales	249,119.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,119.06
Europan	315731	M11	INL	01/01/2008	12/31/2014	Food Court	Gross Sales	193,349.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193,349.10
McDonald's	301241	M9	INL	05/15/2007	05/31/2017	Food Court	Gross Sales	258,269.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	258,269.00
Wok N Roll	302543	M10	INL	05/15/2007	04/30/2014	Food Court	Gross Sales	109,873.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109,873.50
12006 JFK International Airport	**All Leases**						**Food Court**	**1,021,321.10**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,021,321.10**
American Cafe	64191	A5	KIO	08/29/2013	09/02/2017	Food Service	Gross Sales	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Au Bon Pain	2899	C14	INL	08/24/2005	07/31/2015	Food Service	Gross Sales	172,763.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	172,763.90
AUNTIE ANNE'S PRETZELS	310535	M13	KIO	05/15/2007	12/31/2014	Food Service	Gross Sales	41,976.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,976.74
Dunkin Donuts	54434	A6	INL	11/22/2010	06/30/2014	Food Service	Gross Sales	75,271.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,271.35
Juan Valdez Cafe	36930	B3	INL	03/01/2008	02/28/2015	Food Service	Gross Sales	29,575.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,575.68
Starbucks Coffee	2755	C6	FDC	08/24/2005	05/31/2017	Food Service	Gross Sales	141,684.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141,684.94
Starbucks Coffee	2755	M4	INL	08/24/2005	05/31/2017	Food Service	Gross Sales	130,917.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,917.13
Vino Volo	301946	M4A	INL	05/15/2007	04/30/2014	Food Service	Gross Sales	23,327.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,327.00
12006 JFK International Airport	**All Leases**						**Food Service**	**615,516.75**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**615,516.75**
Travelex Worldwide Money	3385	C2	INL	08/24/2005	05/31/2017	Currency Exchange	Gross Sales	1,424,914.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,424,914.72
Travelex Worldwide Money	3385	C2	INL	08/24/2005	05/31/2017	Currency Exchange	Other	214.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	214.81
12006 JFK International Airport	**All Leases**						**Currency Exchange**	**1,425,129.53**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,425,129.53**
L'Occitane	3133	C1	INL	08/24/2010	12/31/2014	Beauty & Health	Gross Sales	33,701.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,701.14
12006 JFK International Airport	**All Leases**						**Beauty & Health**	**33,701.14**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**33,701.14**
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Fragrances/Perfumes	73,353.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,353.00
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Gross Sales	67,371.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67,371.20
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Other	4,935.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,935.70
International Shoppes	3115	B15	INL	08/24/2005	08/31/2022	Duty Free	Retail Display Advertising	12,637.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,637.74
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Fragrances/Perfumes	128,792.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128,792.90
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Gross Sales	111,774.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111,774.91
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Other	25,432.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,432.15
International Shoppes	3115	C9	INL	08/24/2005	08/31/2022	Duty Free	Retail Display Advertising	12,637.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,637.74
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Fragrances/Perfumes	821,157.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	821,157.90
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Gross Sales	269,921.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269,921.94
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Other	522,371.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	522,371.76
International Shoppes	3115	M14	INL	08/24/2005	08/31/2022	Duty Free	Retail Display Advertising	59,197.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,197.74
12006 JFK International Airport	**All Leases**						**Duty Free**	**2,109,584.68**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,109,584.68**
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	75,365.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,365.88
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	28,820.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,820.01
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Other	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	A001	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	1,185.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,185.18
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	56,945.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,945.16
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	237,223.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,223.15
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Other	38,210.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,210.99
Hudson News	3034	B1	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	138,682.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	138,682.80
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	120,912.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,912.10
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Other	40,705.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,705.45
Hudson News	3034	B11	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	42,967.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,967.30
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	93,459.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93,459.96
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Other	3,176.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,176.64
Hudson News	3034	B14	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	25,412.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,412.66
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Newspapers	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Other	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	B31	KIO	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	78,155.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,155.19
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Other	3,754.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,754.98
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Retail Display Advertising	1,180.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,180.79
Hudson News	3034	C13	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	9,308.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,308.36
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Newspapers	61,034.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61,034.67
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Other	2,134.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,134.85
Hudson News	3034	C20	KIO	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	1,354.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,354.25
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Food and Beverage	39,562.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,562.33
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Newspapers	232,032.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232,032.46
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Other	20,954.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,954.71
Hudson News	3034	C7	INL	08/24/2005	09/14/2014	News & Gifts	Souvenirs/Gifts/Sundries	77,340.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,340.23
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Food and Beverage	83,789.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83,789.19
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Gross Sales	8,722.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,722.50
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Newspapers	62,256.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,256.21
NEWSLINK-JUAN VALDEZ CAFE	317788	M20	INL	08/01/2007	07/31/2014	News & Gifts	Retail Display Advertising	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
12006 JFK International Airport	**All Leases**						**News & Gifts**	**1,584,648.10**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,584,648.10**
Inmotion Entertainment	302551	B7	INL	05/15/2007	04/30/2014	Electronic & Photo	Gross Sales	153,013.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153,013.71
ZoomSystems	58961	K3	KIO	10/10/2011	12/31/2014	Electronic & Photo	Gross Sales	17,088.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,088.30
ZoomSystems	58961	K5	KIO	10/10/2011	12/31/2014	Electronic & Photo	Gross Sales	20,171.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,171.37
12006 JFK International Airport	**All Leases**						**Electronic & Photo**	**190,673.38**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**190,673.38**
AIRPORT WIRELESS - PALM ONE	2710	C5	INL	08/24/2010	09/30/2018	Cellular Phone	Gross Sales	5,656.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,656.32
AIRPORT WIRELESS - PALM ONE	2710	C5	INL	08/24/2010	09/30/2018	Cellular Phone	Other	24,862.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,862.88
12006 JFK International Airport	**All Leases**						**Cellular Phone**	**30,519.20**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**30,519.20**
Brookstone	302703	M6	INL	06/01/2007	04/30/2014	Gifts, Cards, Stat	Gross Sales	148,550.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148,550.49
12006 JFK International Airport	**All Leases**						**Gifts, Cards, Stat**	**148,550.49**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**148,550.49**
Metropolitan Museum of Art,The	302623	M7	INL	05/15/2007	05/31/2014	Art Galleries	Gross Sales	75,820.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,820.62
12006 JFK International Airport	**All Leases**						**Art Galleries**	**75,820.62**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**75,820.62**
iStore Boutique & Porsche Desi	66597	B17	INL	05/25/2013	12/18/2019	Miscellaneous Trades	Gross Margin	10,643.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,643.91
iStore Boutique & Porsche Desi	66597	B17	INL	05/25/2013	12/18/2019	Miscellaneous Trades	Gross Sales	269,434.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269,434.60
iStore Boutique & Porsche Desi	66597	B17	INL	05/25/2013	12/18/2019	Miscellaneous Trades	Other	54,403.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,403.80
12006 JFK International Airport	**All Leases**						**Miscellaneous Trades**	**334,482.31**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**334,482.31**
GRAND TOTAL	**All Leases**							**9,518,714.51**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**9,518,714.51**

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Summary Sales Report (Gift card deducted)

Generated On 3/3/2014

Filter:(Date Sold Between 2/1/2014 AND 2/28/2014)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	7108	$74,513.26	$6,613.40	$81,126.68
Total 2/1/2014	263	$2,684.95	$238.34	$2,923.29
Total 2/2/2014	202	$1,913.19	$169.79	$2,082.98
Total 2/3/2014	245	$2,677.28	$237.56	$2,914.84
Total 2/4/2014	225	$2,240.13	$198.84	$2,438.97
Total 2/5/2014	272	$2,919.77	$259.12	$3,178.89
Total 2/6/2014	202	$1,928.65	$171.20	$2,099.85
Total 2/7/2014	282	$3,081.60	$273.50	$3,355.10
Total 2/8/2014	285	$3,180.97	$282.28	$3,463.25
Total 2/9/2014	253	$2,840.04	$252.04	$3,092.08
Total 2/10/2014	236	$2,513.75	$223.16	$2,736.91
Total 2/11/2014	223	$2,200.21	$195.29	$2,395.50
Total 2/12/2014	228	$2,401.40	$213.15	$2,614.55
Total 2/13/2014	305	$3,331.38	$295.62	$3,627.00
Total 2/14/2014	295	$3,487.24	$309.43	$3,796.67
Total 2/15/2014	344	$3,877.27	$344.15	$4,221.42
Total 2/16/2014	304	$3,219.11	$285.70	$3,504.81
Total 2/17/2014	252	$2,496.45	$221.49	$2,717.94
Total 2/18/2014	195	$1,878.89	$166.78	$2,045.67
Total 2/19/2014	218	$2,625.97	$233.07	$2,859.04
Total 2/20/2014	280	$3,177.02	$281.95	$3,458.97
Total 2/21/2014	295	$3,150.25	$279.60	$3,429.85
Total 2/22/2014	314	$3,312.21	$294.05	$3,606.26
Total 2/23/2014	225	$2,155.54	$191.32	$2,346.86
Total 2/24/2014	219	$1,975.47	$175.36	$2,150.83
Total 2/25/2014	233	$2,204.90	$195.71	$2,400.61
Total 2/26/2014	192	$1,930.14	$171.28	$2,101.42
Total 2/27/2014	216	$1,947.32	$172.88	$2,120.20
Total 2/28/2014	305	$3,162.18	$280.74	$3,442.92

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Summary Sales Report (Gift card deducted)

Generated On 2/1/2014

Filter:(Date Sold Between 1/1/2014 AND 1/31/2014)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	9757	$107,225.57	$9,516.01	$116,741.58
Total 1/1/2014	315	$3,463.35	$307.33	$3,770.68
Total 1/2/2014	326	$3,763.88	$334.06	$4,097.94
Total 1/3/2014	660	$8,246.30	$731.88	$8,978.18
Total 1/4/2014	431	$5,160.76	$457.89	$5,618.65
Total 1/5/2014	480	$5,602.23	$497.17	$6,099.40
Total 1/6/2014	472	$6,137.85	$544.66	$6,682.51
Total 1/7/2014	424	$4,749.25	$421.51	$5,170.76
Total 1/8/2014	414	$4,652.47	$412.80	$5,065.27
Total 1/9/2014	414	$4,502.52	$399.69	$4,902.21
Total 1/10/2014	334	$3,707.89	$329.14	$4,037.03
Total 1/11/2014	355	$3,693.80	$327.82	$4,021.62
Total 1/12/2014	280	$2,979.10	$264.41	$3,243.51
Total 1/13/2014	229	$2,453.40	$217.82	$2,671.22
Total 1/14/2014	278	$2,834.63	$251.59	$3,086.22
Total 1/15/2014	268	$3,093.31	$274.52	$3,367.83
Total 1/16/2014	282	$2,944.31	$261.27	$3,205.58
Total 1/17/2014	284	$3,044.14	$270.16	$3,314.30
Total 1/18/2014	265	$2,832.72	$251.51	$3,084.23
Total 1/19/2014	271	$2,954.76	$262.22	$3,216.98
Total 1/20/2014	255	$2,615.65	$232.13	$2,847.78
Total 1/21/2014	225	$2,388.94	$212.02	$2,600.96
Total 1/22/2014	262	$2,487.24	$220.71	$2,707.95
Total 1/23/2014	247	$2,432.16	$215.82	$2,647.98
Total 1/24/2014	271	$3,110.91	$276.04	$3,386.95
Total 1/25/2014	305	$3,343.61	$296.71	$3,640.32
Total 1/26/2014	223	$2,288.52	$203.13	$2,491.65
Total 1/27/2014	203	$1,818.17	$161.40	$1,979.57
Total 1/28/2014	229	$2,352.64	$208.73	$2,561.37
Total 1/29/2014	224	$2,012.51	$178.62	$2,191.13
Total 1/30/2014	260	$2,845.94	$252.53	$3,098.47
Total 1/31/2014	271	$2,712.61	$240.72	$2,953.33

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Summary Sales Report (Gift card deducted)

Generated On 1/1/2014

Filter:(Date Sold Between 12/1/2013 AND 12/31/2013)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	10935	$121,543.65	$10,784.51	$132,328.16
Total 12/1/2013	272	$3,139.86	$278.62	$3,418.48
Total 12/2/2013	238	$2,284.19	$202.68	$2,486.87
Total 12/3/2013	268	$2,577.70	$228.73	$2,806.43
Total 12/4/2013	258	$2,508.44	$222.62	$2,731.06
Total 12/5/2013	256	$2,457.58	$218.22	$2,675.80
Total 12/6/2013	359	$4,328.16	$384.08	$4,712.24
Total 12/7/2013	367	$4,048.88	$359.23	$4,408.11
Total 12/8/2013	353	$4,485.68	$398.03	$4,883.71
Total 12/9/2013	344	$3,919.49	$347.83	$4,267.32
Total 12/10/2013	293	$2,887.42	$256.19	$3,143.61
Total 12/11/2013	316	$3,228.97	$286.56	$3,515.53
Total 12/12/2013	315	$3,227.97	$286.39	$3,514.36
Total 12/13/2013	323	$3,531.84	$311.63	$3,843.47
Total 12/14/2013	477	$5,770.89	$512.20	$6,283.09
Total 12/15/2013	491	$5,656.06	$502.06	$6,158.12
Total 12/16/2013	442	$5,597.76	$496.67	$6,094.43
Total 12/17/2013	390	$4,155.24	$368.68	$4,523.92
Total 12/18/2013	472	$5,235.35	$464.56	$5,699.91
Total 12/19/2013	431	$4,758.32	$422.26	$5,180.58
Total 12/20/2013	496	$5,378.41	$477.32	$5,855.73
Total 12/21/2013	464	$5,146.68	$456.69	$5,603.37
Total 12/22/2013	476	$5,556.67	$493.20	$6,049.87
Total 12/23/2013	382	$4,021.07	$356.92	$4,377.99
Total 12/24/2013	371	$4,284.64	$380.20	$4,664.84
Total 12/25/2013	306	$3,400.34	$301.78	$3,702.12
Total 12/26/2013	348	$3,823.64	$339.38	$4,163.02
Total 12/27/2013	317	$3,623.34	$321.49	$3,944.83
Total 12/28/2013	293	$3,390.73	$301.04	$3,691.77
Total 12/29/2013	295	$3,235.00	$287.08	$3,522.08
Total 12/30/2013	295	$3,571.27	$316.98	$3,888.25
Total 12/31/2013	227	$2,312.06	$205.19	$2,517.25

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Summary Sales Report (Gift card deducted)

Generated On 12/4/2013

Filter:(Date Sold Between 11/1/2013 AND 11/30/2013)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	7998	$87,471.55	$7,762.86	$95,234.41
Total 11/1/2013	326	$3,647.97	$323.69	$3,971.66
Total 11/2/2013	350	$4,189.65	$371.89	$4,561.54
Total 11/3/2013	288	$3,194.64	$283.50	$3,478.14
Total 11/4/2013	303	$3,151.23	$279.59	$3,430.82
Total 11/5/2013	267	$2,736.29	$242.96	$2,979.25
Total 11/6/2013	251	$2,682.65	$238.07	$2,920.72
Total 11/7/2013	263	$2,732.47	$242.47	$2,974.94
Total 11/8/2013	287	$3,296.19	$292.51	$3,588.70
Total 11/9/2013	280	$2,774.90	$246.23	$3,021.13
Total 11/10/2013	279	$3,071.08	$272.55	$3,343.63
Total 11/11/2013	259	$2,583.85	$229.25	$2,813.10
Total 11/12/2013	257	$2,748.93	$244.01	$2,992.94
Total 11/13/2013	203	$2,221.00	$197.11	$2,418.11
Total 11/14/2013	257	$2,550.71	$226.37	$2,777.08
Total 11/15/2013	232	$2,607.79	$231.37	$2,839.16
Total 11/16/2013	276	$3,067.67	$272.24	$3,339.91
Total 11/17/2013	294	$3,334.39	$295.99	$3,630.38
Total 11/18/2013	288	$3,281.37	$291.19	$3,572.56
Total 11/19/2013	236	$2,542.57	$225.64	$2,768.21
Total 11/20/2013	248	$2,498.13	$221.72	$2,719.85
Total 11/21/2013	185	$1,729.27	$153.48	$1,882.75
Total 11/22/2013	288	$3,460.79	$307.04	$3,767.83
Total 11/23/2013	305	$3,667.47	$325.55	$3,993.02
Total 11/24/2013	271	$3,026.82	$268.65	$3,295.47
Total 11/25/2013	279	$2,735.75	$242.80	$2,978.55
Total 11/26/2013	237	$2,256.59	$200.36	$2,456.95
Total 11/27/2013	264	$2,906.07	$257.81	$3,163.88
Total 11/28/2013	213	$2,512.89	$223.05	$2,735.94
Total 11/29/2013	232	$2,838.34	$251.89	$3,090.23
Total 11/30/2013	280	$3,424.08	$303.88	$3,727.96

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Summary Sales Report (Gift card deducted)

Generated On 11/1/2013

Filter:(Date Sold Between 10/1/2013 AND 10/31/2013)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	8744	$96,559.69	$8,568.70	$105,128.39
Total 10/1/2013	273	$2,958.38	$262.55	$3,220.93
Total 10/2/2013	278	$3,083.62	$273.73	$3,357.35
Total 10/3/2013	306	$3,368.59	$298.93	$3,667.52
Total 10/4/2013	269	$2,868.55	$254.57	$3,123.12
Total 10/5/2013	324	$3,659.43	$324.80	$3,984.23
Total 10/6/2013	298	$3,280.51	$290.98	$3,571.49
Total 10/7/2013	269	$2,772.98	$246.13	$3,019.11
Total 10/8/2013	320	$4,033.20	$357.81	$4,391.01
Total 10/9/2013	269	$3,405.93	$302.12	$3,708.05
Total 10/10/2013	304	$3,782.78	$335.75	$4,118.53
Total 10/11/2013	257	$2,565.76	$227.65	$2,793.41
Total 10/12/2013	319	$3,493.88	$310.02	$3,803.90
Total 10/13/2013	333	$3,822.97	$339.33	$4,162.30
Total 10/14/2013	248	$2,768.94	$245.61	$3,014.55
Total 10/15/2013	224	$2,216.05	$196.69	$2,412.74
Total 10/16/2013	290	$3,189.60	$283.05	$3,472.65
Total 10/17/2013	281	$3,030.00	$268.94	$3,298.94
Total 10/18/2013	280	$2,865.07	$254.24	$3,119.31
Total 10/19/2013	293	$3,504.63	$311.07	$3,815.70
Total 10/20/2013	262	$2,802.61	$248.68	$3,051.29
Total 10/21/2013	291	$2,941.35	$261.03	$3,202.38
Total 10/22/2013	273	$2,785.66	$247.25	$3,032.91
Total 10/23/2013	238	$2,596.22	$230.41	$2,826.63
Total 10/24/2013	278	$3,056.09	$271.15	$3,327.24
Total 10/25/2013	282	$3,112.90	$276.19	$3,389.09
Total 10/26/2013	287	$3,187.76	$282.83	$3,470.59
Total 10/27/2013	330	$4,055.85	$359.88	$4,415.73
Total 10/28/2013	239	$2,603.50	$231.01	$2,834.51
Total 10/29/2013	272	$2,929.20	$259.97	$3,189.17
Total 10/30/2013	319	$3,441.08	$305.41	$3,746.49
Total 10/31/2013	238	$2,376.60	$210.92	$2,587.52

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Summary Sales Report (Gift card deducted)

Generated On 10/3/2013

Filter:(Date Sold Between 9/1/2013 AND 9/30/2013)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	9444	$103,432.26	$9,178.96	$112,611.22
Total 9/1/2013	363	$4,292.52	$381.01	$4,673.53
Total 9/2/2013	368	$4,069.42	$361.07	$4,430.49
Total 9/3/2013	369	$4,086.42	$362.64	$4,449.06
Total 9/4/2013	328	$3,735.89	$331.44	$4,067.33
Total 9/5/2013	305	$3,476.72	$308.46	$3,785.18
Total 9/6/2013	372	$4,064.41	$360.72	$4,425.13
Total 9/7/2013	339	$4,015.55	$356.38	$4,371.93
Total 9/8/2013	244	$2,439.74	$216.53	$2,656.27
Total 9/9/2013	318	$3,496.11	$310.28	$3,806.39
Total 9/10/2013	261	$2,572.45	$228.25	$2,800.70
Total 9/11/2013	297	$3,090.17	$274.19	$3,364.36
Total 9/12/2013	355	$4,101.23	$363.88	$4,465.11
Total 9/13/2013	332	$3,748.68	$332.71	$4,081.39
Total 9/14/2013	355	$4,020.92	$356.72	$4,377.64
Total 9/15/2013	291	$3,170.56	$281.43	$3,451.99
Total 9/16/2013	285	$2,796.71	$248.29	$3,045.00
Total 9/17/2013	312	$3,456.17	$306.70	$3,762.87
Total 9/18/2013	279	$2,951.91	$261.94	$3,213.85
Total 9/19/2013	282	$3,129.44	$277.78	$3,407.22
Total 9/20/2013	274	$2,873.01	$255.06	$3,128.07
Total 9/21/2013	342	$3,632.96	$322.34	$3,955.30
Total 9/22/2013	297	$3,402.59	$301.97	$3,704.56
Total 9/23/2013	332	$3,773.10	$334.75	$4,107.85
Total 9/24/2013	322	$3,379.59	$299.89	$3,679.48
Total 9/25/2013	307	$3,221.04	$285.95	$3,506.99
Total 9/26/2013	320	$3,403.05	$302.01	$3,705.06
Total 9/27/2013	291	$3,188.33	$283.00	$3,471.33
Total 9/28/2013	303	$3,358.97	$298.06	$3,657.03
Total 9/29/2013	338	$3,838.78	$340.60	$4,179.38
Total 9/30/2013	263	$2,645.82	$234.91	$2,880.73

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Summary Sales Report (Gift card deducted)

Generated On 9/2/2013

Filter:(Date Sold Between 8/1/2013 AND 8/31/2013)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	12313	$138,967.88	$12,333.47	$151,301.35
Total 8/1/2013	395	$4,574.74	$405.98	$4,980.72
Total 8/2/2013	409	$4,326.57	$384.07	$4,710.64
Total 8/3/2013	440	$5,370.16	$476.67	$5,846.83
Total 8/4/2013	421	$4,421.28	$392.33	$4,813.61
Total 8/5/2013	513	$5,641.42	$500.77	$6,142.19
Total 8/6/2013	373	$3,994.23	$354.46	$4,348.69
Total 8/7/2013	415	$5,230.85	$464.34	$5,695.19
Total 8/8/2013	347	$3,640.28	$323.07	$3,963.35
Total 8/9/2013	368	$4,153.97	$368.73	$4,522.70
Total 8/10/2013	393	$4,221.74	$374.60	$4,596.34
Total 8/11/2013	447	$5,241.11	$465.18	$5,706.29
Total 8/12/2013	379	$4,532.96	$402.35	$4,935.31
Total 8/13/2013	357	$4,104.03	$364.21	$4,468.24
Total 8/14/2013	410	$5,309.62	$471.26	$5,780.88
Total 8/15/2013	403	$4,635.65	$411.32	$5,046.97
Total 8/16/2013	365	$3,996.74	$354.74	$4,351.48
Total 8/17/2013	392	$4,459.84	$395.79	$4,855.63
Total 8/18/2013	423	$4,731.92	$419.95	$5,151.87
Total 8/19/2013	408	$4,415.62	$391.86	$4,807.48
Total 8/20/2013	369	$4,107.85	$364.56	$4,472.41
Total 8/21/2013	355	$4,328.17	$384.16	$4,712.33
Total 8/22/2013	365	$3,957.03	$351.14	$4,308.17
Total 8/23/2013	401	$4,286.68	$380.55	$4,667.23
Total 8/24/2013	450	$5,170.84	$458.91	$5,629.75
Total 8/25/2013	322	$3,412.39	$302.86	$3,715.25
Total 8/26/2013	405	$4,430.55	$393.14	$4,823.69
Total 8/27/2013	421	$4,567.72	$405.30	$4,973.02
Total 8/28/2013	381	$4,367.00	$387.61	$4,754.61
Total 8/29/2013	328	$3,553.70	$315.37	$3,869.07
Total 8/30/2013	430	$4,969.37	$441.14	$5,410.51
Total 8/31/2013	428	$4,813.85	$427.05	$5,240.90

AYD 9/5

WOK&ROLL

WOK & ROLL

Summary Sales Report (Gift card deducted)

Generated On 8/4/2013

Filter:(Date Sold Between 7/1/2013 AND 7/31/2013)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	12132	$137,321.33	$12,185.38	$149,506.71
Total 7/1/2013	444	$4,755.23	$421.89	$5,177.12
Total 7/2/2013	447	$4,491.48	$398.62	$4,890.10
Total 7/3/2013	380	$4,104.67	$364.12	$4,468.79
Total 7/4/2013	416	$4,806.93	$426.40	$5,233.33
Total 7/5/2013	386	$4,119.11	$365.59	$4,484.70
Total 7/6/2013	414	$5,123.79	$454.70	$5,578.49
Total 7/7/2013	405	$4,482.97	$397.74	$4,880.71
Total 7/8/2013	414	$4,976.61	$441.62	$5,418.23
Total 7/9/2013	378	$4,253.61	$377.44	$4,631.05
Total 7/10/2013	379	$3,995.68	$354.51	$4,350.19
Total 7/11/2013	410	$5,022.15	$445.68	$5,467.83
Total 7/12/2013	401	$4,694.88	$416.47	$5,111.35
Total 7/13/2013	375	$3,961.43	$351.43	$4,312.86
Total 7/14/2013	361	$4,103.66	$364.07	$4,467.73
Total 7/15/2013	385	$4,494.65	$398.96	$4,893.61
Total 7/16/2013	367	$4,308.47	$382.25	$4,690.72
Total 7/17/2013	336	$3,837.68	$340.51	$4,178.19
Total 7/18/2013	379	$4,546.67	$403.38	$4,950.05
Total 7/19/2013	389	$4,413.01	$391.48	$4,804.49
Total 7/20/2013	452	$5,255.97	$466.43	$5,722.40
Total 7/21/2013	412	$4,493.41	$398.85	$4,892.26
Total 7/22/2013	403	$4,637.83	$411.70	$5,049.53
Total 7/23/2013	398	$4,671.27	$414.56	$5,085.83
Total 7/24/2013	387	$4,373.42	$388.17	$4,761.59
Total 7/25/2013	351	$3,913.26	$347.31	$4,260.57
Total 7/26/2013	402	$4,571.93	$405.66	$4,977.59
Total 7/27/2013	405	$4,522.88	$401.37	$4,924.25
Total 7/28/2013	400	$4,725.45	$419.43	$5,144.88
Total 7/29/2013	342	$3,933.55	$349.12	$4,282.67
Total 7/30/2013	373	$3,997.08	$354.63	$4,351.71
Total 7/31/2013	341	$3,732.60	$331.29	$4,063.89

WOK & ROLL

WOK & ROLL

Summary Sales Report (Gift card deducted)

Generated On 7/1/2013

Filter:(Date Sold Between 6/1/2013 AND 6/30/2013)

Date Sold	Transaction	Sub Total	Sales Tax	Total Sales
Overall Total	12928	$143,590.42	$12,740.28	$156,330.70
Total 6/1/2013	449	$4,977.01	$441.66	$5,418.67
Total 6/2/2013	455	$5,561.22	$493.43	$6,054.65
Total 6/3/2013	420	$4,586.29	$406.97	$4,993.26
Total 6/4/2013	336	$3,552.81	$315.26	$3,868.07
Total 6/5/2013	377	$3,964.59	$351.95	$4,316.54
Total 6/6/2013	425	$4,605.71	$408.64	$5,014.35
Total 6/7/2013	457	$5,066.07	$449.44	$5,515.51
Total 6/8/2013	474	$5,304.44	$470.76	$5,775.20
Total 6/9/2013	431	$4,990.49	$442.74	$5,433.23
Total 6/10/2013	454	$5,109.71	$453.38	$5,563.09
Total 6/11/2013	451	$4,792.24	$425.18	$5,217.42
Total 6/12/2013	371	$3,838.01	$340.50	$4,178.51
Total 6/13/2013	403	$4,456.36	$395.35	$4,851.71
Total 6/14/2013	426	$4,650.23	$412.72	$5,062.95
Total 6/15/2013	442	$5,103.04	$452.73	$5,555.77
Total 6/16/2013	440	$4,755.77	$422.00	$5,177.77
Total 6/17/2013	369	$3,783.26	$335.75	$4,119.01
Total 6/18/2013	408	$4,507.24	$399.88	$4,907.12
Total 6/19/2013	402	$4,569.13	$405.46	$4,974.59
Total 6/20/2013	448	$5,120.57	$454.20	$5,574.77
Total 6/21/2013	462	$5,325.08	$472.43	$5,797.51
Total 6/22/2013	400	$4,371.98	$387.83	$4,759.81
Total 6/23/2013	394	$4,209.25	$373.43	$4,582.68
Total 6/24/2013	425	$4,494.83	$398.73	$4,893.56
Total 6/25/2013	448	$4,938.77	$438.18	$5,376.95
Total 6/26/2013	456	$5,444.69	$483.12	$5,927.81
Total 6/27/2013	445	$5,042.66	$447.40	$5,490.06
Total 6/28/2013	461	$5,412.45	$480.24	$5,892.69
Total 6/29/2013	523	$5,654.83	$501.74	$6,156.57
Total 6/30/2013	476	$5,401.69	$479.18	$5,880.87

Terminal Fast Food Inc. 2013

(718) 428-4175

Terminal One, JFK Airport
Jamaica, NY 11430

Port Authority A/C# 0102642/AYD915

Month	Gross Receipts		
	(1)		
Jan. 2013	80,137.54		
ck#			
Feb. 2013	59,104.47		
ck#			
Mar. 2013	89,493.92		
ck#			
Apr. 2013	89,630.83		
ck#			
May 2013	124,024.67		
ck#			
Jun. 2013			
ck#			
Jul. 2013			
ck#			
Aug. 2013			
ck#			
Sep. 2013			
ck#			
Oct. 2013			
ck#			
Nov. 2013			
ck#			
Dec. 2013			
ck#			
Subtotal	442,391.43	0.00	0.00
Sales YTD			442,391.43
0-480,000			
480,000-1,000,000			
Over 1,000,000			

RECAP OF NYDF SALES ACTIVITY FOR % RENT PURPOSES

Invoice # DL-0413%
# of Months into lease 8

	Store #		April-13 Current Month	YTD TOTAL	Sep-12	Oct-12	Nov-12	Dec-13	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13
Duty Free Sales																
Term 3	411	6547-2522-0040	1,226,477.89	11,060,805.71	2,019,087.23	1,621,290.49	1,146,060.27	1,697,562.16	1,132,053.97	978,938.87	1,239,334.83	1,226,477.89	-	-	-	-
Fragrance	397	6547-2571-0040		-												
Term 2	404	6547-2572-0040		-												
T3 East Cart	518	6547-2526-0040	56,988.58	345,623.72	99,503.36	45,410.92	7,783.28	38,527.51	21,878.89	35,407.90	40,123.28	56,988.58	-	-	-	-
T3 Central Cart	519	6547-2577-0040		-												
Total Sales (equals Oracle)			1,283,466.47	*11,406,429.43*	2,118,590.59	1,666,701.41	1,153,843.55	1,736,089.67	1,153,932.86	1,014,346.77	1,279,458.11	1,283,466.47	-	-	-	-
Specialty Retail Sales (subtracted frion Oracle to get Duty Free)																
Term 3	411	6547-2522-0040	26,512.66	269,691.42	46,984.74	41,025.37	29,147.60	41,625.75	25,227.44	23,492.53	35,675.33	26,512.66	-	-	-	-
Fragrance	397	6547-2571-0040	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Term 2	404	6547-2572-0040	-	-	-	-	-	-	-	-	-	-	-	-	-	-
T3 East Cart	518	6547-2526-0040	-	-	-	-	-	-	-	-	-	-	-	-	-	-
T3 Central Cart	519	6547-2577-0040	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Specialty			26,512.66	*269,691.42*	46,984.74	41,025.37	29,147.60	41,625.75	25,227.44	23,492.53	35,675.33	26,512.66	-	-	-	-
Duty Free (Total SALES LESS SPECIALTY SALES)			1,256,953.81	11,136,738.01	2,071,605.85	1,625,676.04	1,124,695.95	1,694,463.92	1,128,705.42	990,854.24	1,243,782.78	1,256,953.81	-	-	-	-
Ad Income			-	(1,500.00)	**(1,500.00)**	-	-	-	-	-	-	-	-	-	-	-
Total RDA Sales			-	*(1,500.00)*	(1,500.00)	-	-	-	-	-	-	-	-	-	-	-
Total Monthly Sales - All Categories			1,283,466.47	11,404,929.43	2,117,090.59	1,666,701.41	1,153,843.55	1,736,089.67	1,153,932.86	1,014,346.77	1,279,458.11	1,283,466.47	-	-	-	-

A4D929

DUTY FREE AMERICAS
6100 HOLLYWOOD BLVD, 7th FLOOR
HOLLYWOOD, FL 33024

Terminal	**JFK**
Store	**Duty Free Americas, Inc.**
Operator	Duty Free Americas, Inc.
	Site A and Site B
	6 Terminal 2&3
Delta Contract #	JFK 44270
MAG Adjustment Date	**May 1**

LEASE TERM :
May-13 to Apr-14

MONTHLY SALES AND RENT CALCULATION FOR THE MONTH OF:

	Sales	
May-13	29,090.17	29,090.17
Jun-13	104,778.06	104,778.06
Jul-13	141,010.34	141,010.34
Aug-13	147,135.34	147,135.34
Sep-13	78,905.99	78,905.99
Oct-13	56,821.98	56,821.98
Nov-13	47,108.49	47,108.49
Dec-13	59,111.20	59,111.20
Jan-14	33,614.95	33,614.95
Feb-14	36,905.27	36,905.27
Mar-14	-	-
Apr-14	-	-
	734,481.79	

World Duty Free America's
BRITISH AIRWAYS JFK,
STATEMENT OF SALES AND RENTAL DUE

AYB8765

INCOME INCLUDED IN BRITISH AIR RENT CALCULATION

	Sales 2515	Sales 2517	Sales 2512	Advertising	Total Revenue	Cumulative YTD	
Jan-13	1,257,311.48	95,181.30	22,392.24	0.00	1,374,885.02	1,374,885.02	Jan-13
Feb-13	1,199,733.00	101,998.22	26,045.54	0.00	1,327,776.76	2,702,661.78	Feb-13
Mar-13	1,444,206.84	95,983.75	29,758.25	0.00	1,569,948.84	4,272,610.62	Mar-13
Apr-13	1,568,421.68	88,156.73	31,120.10	0.00	1,687,698.51	5,960,309.13	Apr-13
May-13	2,038,846.16	117,112.50	36,531.00	10,000.00	2,202,489.66	8,162,798.79	May-13
Jun-13	1,869,189.50	95,968.46	35,738.69	0.00	2,000,896.65	10,163,695.44	Jun-13
Jul-13	1,816,524.81	91,273.30	43,022.10	0.00	1,950,820.21	12,114,515.65	Jul-13
Aug-13	2,071,460.40	126,935.30	38,924.80	0.00	2,237,320.50	14,351,836.15	Aug-13
Sep-13	2,027,191.21	102,983.65	37,294.75	0.00	2,167,469.61	16,519,305.76	Sep-13
Oct-13	2,150,373.40	134,447.20	38,847.25	6,666.62	2,330,334.47	18,849,640.23	Oct-13
Nov-13	1,844,015.62	91,868.18	32,568.70	7,499.96	1,975,952.46	20,825,592.69	Nov-13
Dec-13	2,109,543.59	75,825.02	30,807.13	24,218.75	2,240,394.49	23,065,987.18	Dec-13
	21,396,817.69	1,217,733.61	403,050.55	48,385.33			
Store #	398	401	392				

NEED TO MAKE YTD ADJ to SALES for Refunds in DEC

AM88765

World Duty Free America's
BRITISH AIRWAYS JFK,
STATEMENT OF SALES AND RENTAL DUE

INCOME INCLUDED IN BRITISH AIR RENT CALCULATION

	Sales 2515	Sales 2517	Sales 2512	Advertising	Total Revenue	Cumulative YTD	
Jan-14	1,595,345.04	73,895.44	23,115.98	-	1,692,356.46	1,692,356.46	Jan-14
Feb-14	1,576,481.49	66,799.44	25,599.20	-	1,668,880.13	3,361,236.59	Feb-14
Mar-14	-	-	-	-	-	3,361,236.59	Mar-14
Apr-14	-	-	-	-	-	3,361,236.59	Apr-14
May-14	-	-	-	-	-	3,361,236.59	May-14
Jun-14	-	-	-	-	-	3,361,236.59	Jun-14
Jul-14	-	-	-	-	-	3,361,236.59	Jul-14
Aug-14	-	-	-	-	-	3,361,236.59	Aug-14
Sep-14	-	-	-	-	-	3,361,236.59	Sep-14
Oct-14	-	-	-	-	-	3,361,236.59	Oct-14
Nov-14	-	-	-	-	-	3,361,236.59	Nov-14
Dec-14	-	-	-	-	-	3,361,236.59	Dec-14
	3,171,826.53	140,694.88	48,715.18	-			
Store #	398	401	392				

NEED TO MAKE YTD ADJ to SALES for Refunds in DEC

AYE161

World Duty Free America's
BRITISH AIRWAYS JFK,
STATEMENT OF SALES AND RENTAL DUE

INCOME INCLUDED IN BRITISH AIR RENT CALCULATION

	Sales 2510	Sales 2511	Total Revenue	Cumulative YTD
Jan-13	98,884.12	36,600.75	135,484.87	135,484.87
Feb-13	93,261.95	39,491.65	132,753.60	268,238.47
Mar-13	87,833.80	40,612.90	128,446.70	396,685.17
Apr-13	90,064.44	50,653.98	140,718.42	537,403.59
May-13	140,392.05	58,839.65	199,231.70	736,635.29
Jun-13	118,973.10	48,159.35	167,132.45	903,767.74
Jul-13	115,293.67	47,961.10	163,254.77	1,067,022.51
Aug-13	126,567.40	41,783.40	168,350.80	1,235,373.31
Sep-13	96,867.70	56,930.82	153,798.52	1,389,171.83
Oct-13	105,995.40	62,463.90	168,459.30	1,557,631.13
Nov-13	109,056.13	41,378.65	150,434.78	1,708,065.91
Dec-13	92,605.40	39,451.55	132,056.95	1,840,122.86
	1,275,795.16	564,327.70		
Store #	390	391		

NEED TO MAKE YTD ADJ to SALES for Refunds in DEC

World Duty Free America's
BRITISH AIRWAYS JFK,
STATEMENT OF SALES AND RENTAL DUE

AYE161

INCOME INCLUDED IN BRITISH AIR RENT CALCULATION

	Sales 2510	Sales 2511	Total Revenue	Cumulative YTD
Jan-14	70,082.74	21,664.50	91,747.24	91,747.24
Feb-14	72,391.56	20,981.75	93,373.31	185,120.55
Mar-14	-	-	-	185,120.55
Apr-14	-	-	-	185,120.55
May-14	-	-	-	185,120.55
Jun-14	-	-	-	185,120.55
Jul-14	-	-	-	185,120.55
Aug-14	-	-	-	185,120.55
Sep-14	-	-	-	185,120.55
Oct-14	-	-	-	185,120.55
Nov-14	-	-	-	185,120.55
Dec-14	-	-	-	185,120.55
	142,474.30	42,646.25		
Store #	390	391		

NEED TO MAKE YTD ADJ to SALES for Refunds in DEC

PERCENTAGE FEE REPORT

ame: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
.ddress: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
ermit #: **AYD-317** **ACC#102495**
ear: **2013**
ees:

lonth	JANUARY	Gross
YD317R	12/31 TO 2/03/13	$103,014.07
YD317R1	12/31 TO 2/03/13	$122,255.09
YD317R2	12/31 TO 2/03/13	$55,367.32
of dogs	12/31 TO 2/03/13	$12,334.00
lartini Bar	12/31 TO 2/03/13	$20,240.87
OTAL		$313,211.35

CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT
)BLIGATIONS DUE UNDER THIS PERMIT

REPARER
718 639-6015

:heck # 14248

IIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
RMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

IE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: **AYD-317** **ACC#102495**
Year: **2013**
Fees:

Month	FEBRUARY	Gross
AYD317R	2/04 TO 3/03/13	$85,288.36
AYD317R1	2/04 TO 3/03/13	$94,158.69
AYD317R2	2/04 TO 3/03/13	$48,375.67
Hot dogs	2/04 TO 3/03/13	$9,643.00
Martini Bar	2/04 TO 3/03/13	$16,671.19
TOTAL		**$254,136.91**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # 14283

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT

Name: YANKEE CLIPPER FOOD SERVICES #1 CORP
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: AYD-317 ACC#102495
Year: 2013
Fees:

Month	MARCH	Gross
AYD317R	3/04 TO 03/31/13	$90,711.90
AYD317R1	3/04 TO 03/31/13	$102,848.89
AYD317R2	3/04 TO 03/31/13	$95,400.58
Hot dogs	3/04 TO 03/31/13	$11,893.00
Martini Bar	3/04 TO 03/31/13	$28,179.79
TOTAL		**$329,034.16**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

Sept. — August

AYD317

PERCENTAGE FEE REPORT

Name: YANKEE CLIPPER FOOD SERVICES #1 CORP
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: AYD-317 ACC#102495
Year: 2013
Fees:

Month	APRIL	Gross
AYD317R	4/01 TO 4/28/13	$91,107.45
AYD317R1	4/01 TO 4/28/13	$115,632.29
AYD317R2	4/01 TO 4/28/13	$73,545.50
Hot dogs	4/01 TO 4/28/13	$14,098.00
Martini Bar	4/01 TO 4/28/13	$25,757.87
TOTAL		$320,141.11

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # 14345.

*THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
*TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

*THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT

Name: YANKEE CLIPPER FOOD SERVICES #1 CORP
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: AYD-317 ACC#102495
Year: 2013
Fees:

Month	(JUNE)	Gross
AYD317R	6/03 TO 6/30/13	$75,325.27
AYD317R1	6/03 TO 6/30/13	$116,023.88
AYD317R2	6/03 TO 6/30/13	$119,683.45
Hot dogs	6/03 TO 6/30/13	$15,514.00
Martini Bar	6/03 TO 6/30/13	$33,395.60
TOTAL		**$359,942.20**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: **AYD-317** **ACC#102495**
Year: **2013**
Fees:

	JULY,2013	**Gross**
AYD317R	7/1 to 7/28/13	$211,501.47
AYD317R1	7/1 to 7/28/14	$76,859.85
AYD317R2	7/1 to 7/28/15	$93,466.64
Hot dogs	7/1 to 7/28/16	$19,503.00
TOTAL		**$401,330.96**
Martini Bar	7/1 to 7/28/18	**$33,542.56**
GRAND TOTAL		**$434,873.52**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

Sep 11 13 10:33a

PERCENTAGE FEE REPORT

Name: YANKEE CLIPPER FOOD SERVICES #1 CORP
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: ~~AYD-317~~ ACC#102495
Year: 2013
Fees:

	AUGUST 2013	Gross
AYD317R	7/29 to 9/1/13	$217,712.56
AYD317R1	7/29 to 9/1/14	$103,285.66
AYD317R2	7/29 to 9/1/15	$102,216.28
Hot dogs	7/29 to 9/1/16	$25,687.00
TOTAL		**$448,901.50**
Martini Bar	7/29 to 9/1/18	**$43,020.89**
GRAND TOTAL		**$491,922.39**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # 14543

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT [REVISED FORMAT]

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: **AYD-317** **ACC#102495**
Year: **2013**
Fees:

	SEPTEMBER 13	**Gross**
AYD317R	9/2 to 9/29/13	$207,295.51
AYD317R1	9/2 to 9/29/13	$73,653.12
AYD317R2	9/2 to 9/29/13	$79,810.29
Hot dogs	9/2 to 9/29/13	$13,813.00
TOTAL		**$374,571.92**
Martini Bar	9/2 to 9/29/13	**$37,348.12**
GRAND TOTAL		**$411,920.04**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT [REVISED FORMAT]

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: **AYD-317** **ACC#102495**
Year: **2013**
Fees:

	OCTOBER,13	**Gross**
AYD317R	9/30 to 11/3/13	$130,286.85
AYD317R1	9/30 to 11/3/13	$119,256.44
AYD317R2	9/30 to 11/3/13	$130,683.37
Hot dogs	9/30 to 11/3/13	$15,540.00
TOTAL		**$395,766.66**
Martini Bar	9/30 to 11/3/13	**$37,786.93**
GRAND TOTAL		**$433,553.59**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT [REVISED FORMAT]

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: **AYD-317** **ACC#102495**
Year: **2013**
Fees:

	NOVEMBER,13	Gross
AYD317R	11/4 To 12/1/14	$144,509.49
AYD317R1	11/4 To 12/1/14	$135,514.53
AYD317R2	11/4 To 12/1/14	$93,317.97
Hot dogs	11/4 To 12/1/14	$11,276.00
TOTAL		**$384,617.99**
Martini Bar	11/4 To 12/1/14	**$26,504.85**
GRAND TOTAL		**$411,122.84**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT [REVISED FORMAT]

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: AYD-317 **ACC#102495**
Year: **2013**
Fees:

DECEMBER,13		Gross
AYD317R	12/02 to 12/29/13	$102,838.49
AYD317R1	12/02 to 12/29/13	$154,208.69
AYD317R2	12/02 to 12/29/13	$119,223.85
Hot dogs	12/02 to 12/29/13	$14,991.00
TOTAL		**$391,262.03**
Martini Bar	12/02 to 12/29/13	**$27,832.77**
GRAND TOTAL		**$419,094.80**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # 14758

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT [REVISED FORMAT]

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: **AYD-317** **ACC#102495**
Year: **2014**
Fees:

JANUARY,2014		**Gross**
AYD317R	1/06 to 2/02/14	$118,676.74
AYD317R1	1/06 to 2/02/14	$127,278.66
AYD317R2	1/06 to 2/02/14	$79,776.43
Hot dogs	1/06 to 2/02/14	$10,270.00
TOTAL		**$336,001.83**
Martini Bar	1/06 to 2/02/14	**$21,486.81**
GRAND TOTAL		**$357,488.64**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

PERCENTAGE FEE REPORT [REVISED FORMAT]

Name: **YANKEE CLIPPER FOOD SERVICES #1 CORP**
Address: Building 81 Marine Air Terminal
LaGuardia Airport; Flushing, NY 11371
Permit #: **AYD-317** **ACC#102495**
Year: **2014**
Fees:

FEBRUARY,2014		**Gross**
AYD317R	2/03 To 3/02/14	$178,543.47
AYD317R1	2/03 To 3/02/14	$112,125.84
AYD317R2	2/03 To 3/02/14	$82,006.05
Hot dogs	2/03 To 3/02/14	$9,690.00
TOTAL		**$382,365.36**
Martini Bar	2/03 To 3/02/14	**$20,329.96**
GRAND TOTAL		**$402,695.32**

I CERTIFY THE ABOVE TO ACCURATELY REFLECT THE SALES AND PAYMENT OBLIGATIONS DUE UNDER THIS PERMIT

PREPARER
718 639-6015

Check # _____

THIS REPORT IS DUE BY THE 20TH OF THE FOLLOWING MONTH TO:
TERMINAL ONE GROUP ASSOC., Terminal One, JFKIA, Jamaica, NY 11430

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, PO Box 95000-1517, Philadelphia, PA 19195-1517

YesAll, Corp

Terminal One, JFK Airport, Jamaica, NY 11430 Tel ; 917-881-6500 / Fax ; 718-751-2245

AYE171

YesAll, Corp

Terminal One, JFK Airport, Jamaica, NY 11430 Tel ; 917-881-6500 / Fax ; 718-751-2245

AYE171

Aviation Facilities

Monthly Gross Income	$ 22.645.00

฿1,091''

YesAll, Corp

Terminal One, JFK Airport, Jamaica, NY 11430 Tel ; 917-881-6500 / Fax ; 718-751-2245

Aviation Facilities

Percentage Fees for April 2013

AYE171

Monthly Gross Income	$ 26,462.00

YesAll, Corp

Terminal One, JFK Airport, Jamaica, NY 11430 Tel ; 917-881-6500 / Fax ; 718-751-2245

Aviation Facilities

Percentage Fees for May 2013

AYD977 AYE289 AYE171

Monthly Gross Income $ 26,569.00

A-YE171

YesAll, Corp
Terminal One, JFK Airport, Jamaica, NY 11430 Tel ; 917-881-6500 / Fax ; 718-751-2245

Aviation Facilities

Percentage Fees for June 2013

Monthly Gross Income	$ 28,356.00

YesAll,Corp

JAE171

Terminal One, JFK Airport, Jamaica, NY 11430 Tel ; 917-881-6500 / Fax ; 718-751-2245

Aviation Facilities

Percentage Fees for July 2013

Monthly Gross Income
$ 28,956.00

AVENT

YesAll,Corp

Terminal One, JFK Airport, Jamaica, NY 11430 Tel ; 917-881-6500 / Fax ; 718-751-2245

Aviation Facilities

Percentage Fees for August 2013

Monthly Gross Income	$ 29,159.00

YesAll, Corp.

Terminal One J.F.K Airport, Jamaica, N.Y.11430 T. 718-751-1546 F. 718-751-2245

AMEN1

Aviation Facilities

Percentage Fees For September, 2013

Monthly Gross Income	$ 28,569.00

YesAll, Corp.

Terminal One J.F.K Airport, Jamaica, N.Y.11430 T. 718-751-1546 F. 718-751-2245

Aviation Facilities

Percentage Fees For October, 2013

AYE171

Monthly Gross Income $ 29,965.00

YesAll, Corp.

Terminal One J.F.K Airport, Jamaica, N.Y.11430 T. 718-751-1546 F. 718-751-2245

AYE171

Aviation Facilities

Percentage Fees For November, 2013

Monthly Gross Income	$ 29,352.00

YesAll, Corp.

Terminal One J.F.K Airport, Jamaica, N.Y.11430 T. 718-751-1546 F. 718-751-2245

Aviation Facilities A4E171

Percentage Fees For December, 2013

Monthly Gross Income	$ 30,065.00

AVE171

YesAll, Corp.

Terminal One J.F.K Airport, Jamaica, N.Y.11430 T. 718-751-1546 F. 718-751-2245

Aviation Facilities

Percentage Fees For January 2014

Monthly Gross Income	$ 27,230.00

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

March 5, 2014

AYE228

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

Dear Julia,

Following is the February 2014 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$9,910.64
BBA042JFK7	$26,770.78
3FA007JFK7	$1,207.65
TFA036JFK7	$960.00
	$38,849.07

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Staff Accountant

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$14,933.51	$9,910.64											$24,844.15
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$21,894.12	$26,770.78											$48,664.90
3FA007JFK7	JFK - Terminal 7 across Gate 2, Jamaica, NY	$1,357.45	$1,207.65											$2,565.10
TFA036JFK7		$1,304.93	$960.00											$2,264.93
		$ 39,490.01	$ 38,849.07	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 78,339.08

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

February 4, 2014

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

AYE228

Dear Julia,

Following is the January 2014 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$14,933.51
BBA042JFK7	$21,894.12
3FA007JFK7	$1,357.45
TFA036JFK7	$1,304.93
	+ 359.98
	1,664.91
	$39,490.01

$494.60

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Staff Accountant

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$14,933.51												$14,933.51
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$21,894.12												$21,894.12
3FA007JFK7	JFK - Terminal 7 across Gate 2, Jamaica, NY	$1,357.45												$1,357.45
TFA036JFK7		$1,304.93												$1,304.93
		$ 39,490.01	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,490.01

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

January 7, 2014

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

AYE228

Dear Julia,

Following is the December 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$17,624.20 ✓
BBA042JFK7	$28,721.61 ✓
3FA007JFK7	$1,312.40 ✓
TFA036JFK7	$359.98
	$48,018.19

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Staff Accountant

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

December 3, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

AYE228

Dear Julia,

Following is the November 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7 ✓	$22,499.97
BBA042JFK7 ✓	$26,940.15
3FA007JFK7 ✓	$1,166.82
	$50,606.94

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBAD13JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04	$9,141.68	$12,150.63	$16,566.49	$14,934.54	$19,501.88	$18,864.38	$17,447.26	$19,187.11	$22,499.97		$162,256.44
BBAD42JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70	$19,563.82	$19,009.64	$23,913.38	$28,200.93	$30,316.63	$29,948.22	$29,428.60	$23,254.96	$26,940.15		$253,997.75
3FAD07JFK7	JFK - Terminal 7 across Gate 2, Jamaica, NY									$859.22	$814.42	$1,166.82		
		$ 16,583.18	$ 18,800.74	$ 28,705.50	$ 31,160.27	$ 40,479.87	$ 43,135.47	$ 49,818.51	$ 48,812.60	$ 47,735.08	$ 43,256.49	$ 50,606.94	$ -	$ 416,254.19

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

November 4, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

AYE228

Dear Julia,

Following is the October 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$19,187.11
BBA042JFK7	$23,254.96
3FA007JFK7	$814.42
	$43,256.49

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04	$9,141.68	$12,150.63	$16,566.49	$14,934.54	$19,501.88	$18,864.38	$17,447.26	$19,187.11			$139,756.47
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70	$19,563.82	$19,009.64	$23,913.38	$28,200.93	$30,316.63	$29,948.22	$29,428.60	$23,254.96			$227,057.60
3FA007JFK7	JFK - Terminal 7 across Gate 2, Jamaica, NY									$859.22	$814.42			
		$ 16,583.18	$ 18,800.74	$ 28,705.50	$ 31,160.27	$ 40,479.87	$ 43,135.47	$ 49,818.51	$ 48,812.60	$ 47,735.08	$ 43,256.49	$ -	$ -	$ 366,814.07

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYE228

October 4, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

Dear Julia,

Following is the September 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$17,447.26
BBA042JFK7	$29,428.60
3FA007JFK7	$859.22
	$47,735.08

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYE 228

September 10, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

Dear Julia,

Following is the August 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$18,864.38
BBA042JFK7	$29,948.22
	$48,812.60

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04	$9,141.68	$12,150.63	$16,566.49	$14,934.54	$19,501.88	$18,864.38					$103,122.10
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70	$19,563.82	$19,009.64	$23,913.38	$28,200.93	$30,316.63	$29,948.22					$174,374.04
		$ 16,583.18	$ 18,800.74	$ 28,705.50	$ 31,160.27	$ 40,479.87	$ 43,135.47	$ 49,818.51	$ 48,812.60	$ -	$ -	$ -	$ -	$ 277,496.14

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYE228

August 6, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

Dear Julia,

Following is the July 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$19,501.88
BBA042JFK7	$30,316.63
	$49,818.51

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04	$9,141.68	$12,150.63	$16,566.49	$14,934.54	$19,501.88						$84,257.72
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70	$19,563.82	$19,009.64	$23,913.38	$28,200.93	$30,316.63						$144,425.82
		$ 16,583.18	$ 18,800.74	$ 28,705.50	$ 31,160.27	$ 40,479.87	$ 43,135.47	$ 49,818.51	$ -	$ -	$ -	$ -	$ -	$ 228,683.54

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

July 2, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

AYE 228

Dear Julia,

Following is the June 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7	$14,934.54
BBA042JFK7	$28,200.93
	$43,135.47

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04	$9,141.68	$12,150.63	$16,566.49	$14,934.54							$64,755.84
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70	$19,563.82	$19,009.64	$23,913.38	$28,200.93							$114,109.19
		$ 16,583.18	$ 18,800.74	$ 28,705.50	$ 31,160.27	$ 40,479.87	$ 43,135.47	$ -	$ -	$ -	$ -	$ -	$ -	$ 178,865.03

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

June 5, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

Dear Julia,

Following is the May 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

NYE238

Estation ID	Total Revenue
BBA013JFK7	$16,566.49
BBA042JFK7	$23,913.38
	$40,479.87

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04	$9,141.68	$12,150.63	$16,566.49								$49,821.30
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70	$19,563.82	$19,009.64	$23,913.38								$85,908.26
		$ 16,583.18	$ 18,800.74	$ 28,705.50	$ 31,160.27	$ 40,479.87	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 135,729.56

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

May 1, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

AYE228

Dear Julia,

Following is the April 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7 10	$12,150.63
BBA042JFK7 30	$19,009.64
	$31,160.27

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

April 11, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430 AYE 228

Dear Julia,

Following is the March 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7 10	$9,141.68
BBA042JFK7 30	$19,563.82
	$28,705.50

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04	$9,141.68										$21,104.18
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70	$19,563.82										$42,985.24
		$ 16,583.18	$ 18,800.74	$ 28,705.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 64,089.42

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYE228

March 6, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

Dear Julia,

Following is the February 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7 10	$5,539.04
BBA042JFK7 30	$13,261.70
	$18,800.74

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46	$5,539.04											$11,962.50
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72	$13,261.70											$23,421.42
		$ 16,583.18	$ 18,800.74	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,383.92

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYC228

February 7, 2013

Julia Rozendent
Commercial Manager (JFK Terminal 7)
British Airways
Building 59
Jamaica, NY 11430

Dear Julia,

Following is the January 2013 sales report for the Zoom's location at the John F. Kennedy Airport, British Airways Terminal # 7.

Estation ID	Total Revenue
BBA013JFK7 10	$6,423.46
BBA042JFK7 36	$10,159.72
	$16,583.18

Please contact Ralph Martinez via email at ralph.martinez@zoomsystems.com or by telephone at (415) 400-8048, should you have any questions regarding this report.

Best Regards,

Ralph Martinez
Assistant Controller
Zoomsystems

John F. Kennedy Airport - JFK Airport-BAT7 2013YTD Totals
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA013JFK7	John F. Kennedy Intl Airport, Terminal 7 across from Gates 9 & 10 (Best Buy)	$6,423.46												$6,423.46
BBA042JFK7	John F. Kennedy Intl Airport Terminal 7 British Airways (Cafe)	$10,159.72												$10,159.72
		$ 16,583.18	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,583.18

AYD956

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$31,525.02	$24,921.08											$56,446.10
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$30,268.45	$33,174.44											$63,442.89
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$15,297.61	$16,542.30											$31,839.91
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,749.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,749.80
BFA003JFK5	JFK - Terminal 5 Gate 9, Jamaica, NY	$7,665.00	$7,916.00											$15,581.00
3FA008JFK5		$1,869.92	$2,173.22											$4,043.14
BFA023JFK5		$1,451.00	$5,550.00											$7,001.00
		$89,826.80	$90,277.04	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$180,103.84

JetBlue Terminal 6
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	3/4/2014	**For the month ending:**	2/28/2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $16,542.30	*Year to Date* $31,839.91
Customary Discount Rates Given:	0	
Total Discounts ($) Given:	$0.00	
Discounts Given As a % of Monthly Gross Receipts:	0.00%	
Addition to Gross Receipts In Compliance with 1% Discount Threshold	$0.00	
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 6
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	3/4/2014	For the month endin	2/28/2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $24,921.08	*Year to Date* $56,446.10
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		$1,744.48

Percentage Rent Due (If Any)

Total Percentage Rent Due:		$0.00
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	3/4/2014	For the month ending:	2/28/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$33,174.44	$63,442.89
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	ent Due to JetBlu	Payment Reference
Total Percentage Rent Due to Port Authority | Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	3/4/2014	For the month ending:	2/28/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$7,916.00	$15,581.00
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:	$0.00	
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 6
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	3/4/2014	For the month ending:	2/28/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$2,173.22	$4,043.14
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions:

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
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Bank of America Lockbox Services
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Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	3/4/2014	For the month ending:	2/28/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$5,550.00	$7,001.00
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
[redacted] Payment Reference:	ent Due to JetBlu	Payment Reference
[redacted] Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Ovemight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

AYD956

John F. Kennedy Airport - JFK Terminal 5 JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$31,525.02												$31,525.02
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$30,268.45												$30,268.45
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$15,297.61												$15,297.61
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,749.80												$1,749.80
BFA003JFK5	JFK - Terminal 5 Gate 9, Jamaica, NY	$7,665.00												$7,665.00
3FA008JFK5		$1,869.92												$1,869.92
BFA023JFK5		$1,451.00												$1,451.00
		$89,826.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,826.80

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	2/4/2014	**For the month ending:**	1/31/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$7,665.00	$1,749.80
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	Across from Gate 24
Date Submitted:	2/4/2014	For the month ending:	1/31/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$15,297.61	$15,297.61
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
	Rent Due to JetBlue	*Payment Reference*
Percentage Rent Due to JetBlue | Payment Reference:		
	Rent Due to PA	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:		

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	2/4/2014	For the month endin	1/31/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$31,525.02	$31,525.02
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	Rent Due to JetBlue	Payment Reference
Total Percentage Rent Due to Port Authority | Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	2/4/2014	For the month ending:	1/31/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$30,268.45	$30,268.45
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	ent Due to JetBlu	Payment Reference
Total Percentage Rent Due to Port Authority | Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions:

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	2/4/2014	For the month ending:	1/31/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$7,665.00	$7,665.00
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	2/4/2014	**For the month ending:**	1/31/2014

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,869.92	$1,869.92
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	urrent Rental Rat	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
	ent Due to JetBlu	*Payment Reference*
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*		
	Rent Due to PA	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*		

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	2/4/2014	For the month ending:	1/31/2014

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $1,451.00	*Year to Date* $89,826.80
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

January 7, 2014

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

AYD956

To Agreement Compliance Dept,

Following is the December 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$55,502.40
BBA044JFK5	$43,789.57
BBA089JFK5	$24,150.05
TFA004JFK5	$1,244.67
BFA003JFK5	$11,334.00
3FA008JFK5	$2,776.83
	$138,797.52

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Staff Accountant

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87	$32,974.18	$33,142.43	$36,852.82	$41,249.32	$38,539.23	$29,348.88	$39,736.03	$55,502.40	$427,685.69
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$16,769.81	$16,502.26	$26,192.03	$31,358.05	$27,539.86	$27,257.50	$30,371.08	$34,790.79	$23,248.44	$26,139.31	$24,915.99	$43,789.57	$330,874.69
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09	$14,529.66	$19,788.20	$21,277.98	$20,521.53	$11,242.30	$11,830.88	$13,370.88	$24,150.05	$191,745.21
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57	$1,761.67	$1,653.75	$2,035.48	$2,193.36	$1,386.00	$1,575.89	$1,812.58	$ -	$15,794.06
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37	$1,214.55	$1,739.93	$1,954.13	$854.91	$1,094.84	$834.64	$749.89	$1,244.67	$14,916.18
BFA003JFK5	JFK - Terminal 5 Gate 9, Jamaica, NY							$5,419.00	$11,419.00	$9,476.00	$9,726.00	$8,885.00	$11,334.00	$56,259.00
3FA008JFK5									$296.07	$981.87	$1,417.27	$1,926.28	$2,776.83	$7,398.32
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$78,019.92	$83,581.81	$97,910.49	$111,324.98	$85,968.68	$80,872.87	$91,396.65	$138,797.52	##########

JetBlue Terminal 6
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	1/6/2014	**For the month ending:**	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $11,334.00	*Year to Date* $14,916.18
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	1/6/2014	**For the month ending:**	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $24,150.05	*Year to Date* **$191,745.21**
Customary Discount Rates Given:	**0**	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	**Ralph Martinez**
Title of Officer:	**Assistant Controller**
Telephone Number:	**(415) 400-8048**
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address

Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	1/6/2014	For the month endin	12/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$55,502.40	$427,685.69
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		

Percentage Rent Due (If Any)

Percentage Rent:		
Total Percentage Rent Due:		
	Rent Due to JetBlue	*Payment Reference*
[redacted] Payment Reference:		
	Rent Due to PA	*Payment Reference*
[redacted] Payment Reference:		

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems
Date Submitted:	1/6/2014
Unit / Product Category:	South Concourse
For the month ending:	12/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$43,789.57	$330,874.69
Customary Discount Rates Given:		
Total Discounts ($) Given:		0
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to [illegible]:	ent Due to JetBlu	Payment Reference
Total Percentage Rent Due to [illegible]:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	1/6/2014	For the month ending:	12/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $2,776.83	*Year to Date* $56,269.00
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

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Dallas, TX 75207

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Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	1/6/2014	**For the month ending:**	12/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$0.00	$7,398.32
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due As of [illegible]	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port A[illegible]:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of Amer[illegible]ockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

January 23, 2014

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

To Agreement Compliance Dept,

Following is the December 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$55,502.40
BBA044JFK5	$43,789.57
BBA089JFK5	$24,150.05
TFA004JFK5	$1,244.67
BFA003JFK5	$11,334.00
3FA008JFK5	$2,776.83
	$138,797.52

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Staff Accountant

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

December 3, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

AYD956

To Agreement Compliance Dept,

Following is the November 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$39,736.03
BBA044JFK5	$24,915.99
BBA089JFK5	$13,370.88
MXA003JFK5	$1,812.58
TFA004JFK5	$749.89
BFA003JFK5	$8,885.00
3FA008JFK5	$1,926.28
	$91,396.65

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	12/3/2013	**For the month ending:**	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $749.89	*Year to Date* $13,671.51
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	12/3/2013	**For the month ending:**	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $13,370.88	*Year to Date* $167,595.16
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

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3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	12/3/2013	For the month endin	11/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$39,736.03	$372,183.29
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		

Percentage Rent Due (If Any)

Percentage Rent:		
Total Percentage Rent Due:		
	Rent Due to JetBlue	*Payment Reference*
Percentage Rent Due to JetBlue | Payment Reference:	$	
	Rent Due to PA	*Payment Reference*
Percentage Rent Due to Port Authority | Payment Reference:		

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions:

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	12/3/2013	**For the month ending:**	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $24,915.99	*Year to Date* $287,085.12
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		$1,744.12

Percentage Rent Due (If Any)

Total Percentage Rent Due:		$422.84
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	12/3/2013	**For the month ending:**	11/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $1,812.58	*Year to Date* $15,794.06
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

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Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	12/3/2013	For the month ending:	11/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$8,885.00	$44,925.00
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:	ent Due to JetBlu	Payment Reference
Percentage Rent Due to Port Authority | Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	12/3/2013	For the month ending:	11/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,926.28	$4,621.49
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
[illegible] Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

November 4, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

AYD956

To Agreement Compliance Dept,

Following is the October 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$29,348.88
BBA044JFK5	$26,139.31
BBA089JFK5	$11,830.88
MXA003JFK5	$1,575.89
TFA004JFK5	$834.64
BFA003JFK5	$9,726.00
3FA008JFK5	$1,417.27
	$80,872.87

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87	$32,974.18	$33,142.43	$36,852.82	$41,249.32	$38,539.23	$29,348.88			$332,447.26
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03	$31,358.05	$27,539.86	$27,257.50	$30,371.08	$34,790.79	$23,248.44	$26,139.31			$262,169.13
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09	$14,529.66	$19,788.20	$21,277.98	$20,521.53	$11,242.30	$11,830.88			$154,224.28
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57	$1,761.67	$1,653.75	$2,035.48	$2,193.36	$1,386.00	$1,575.89			$13,981.48
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37	$1,214.55	$1,739.93	$1,954.13	$854.91	$1,094.84	$834.64			$12,921.62
BFA003JFK5	JFK - Terminal 5 Gate 9, Jamaica, NY							$5,419.00	$11,419.00	$9,476.00	$9,726.00			$36,040.00
3FA008JFK5									$296.07	$981.87	$1,417.27			$2,695.21
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$78,019.92	$83,581.81	$97,910.49	$111,324.98	$85,968.68	$80,872.87	$0.00	$0.00	$814,478.98

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	
Date Submitted:	11/1/2013	For the month ending:	10/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$834.64	$12,921.62
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
	Rent Due to JetBlue	*Payment Reference*
[illegible] Rent Due to JetBlue | Payment Reference:		
	Rent Due to PA	*Payment Reference*
[illegible] Rent Due to Port Authority | Payment Reference:		

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
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Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	11/1/2013	**For the month ending:**	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $11,830.88	*Year to Date* $154,224.28
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority: | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

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Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	11/1/2013	For the month endin	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $29,348.88	*Year to Date* $332,447.26
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
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Report Completion and Payment Instructions

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Beneficiary Name: JetBlue Airways Corp.
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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	11/1/2013	**For the month ending:**	10/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$26,139.31	$262,169.13
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rai*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

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3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

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Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

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JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	11/1/2013	For the month ending:	10/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,575.89	$13,981.48
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	urrent Rental Rat	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

	ent Due to JetBlu	*Payment Reference*
Total Percentage Rent Due:		
Percentage Rent Due to Jet [illegible] Payment Reference:		
	Rent Due to PA	*Payment Reference*
[illegible] Percentage Rent Due to Port Authority | Payment Reference:		

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	11/1/2013	**For the month ending:**	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $9,726.00	*Year to Date* $36,040.00
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	11/1/2013	**For the month ending:**	10/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $1,417.27	*Year to Date* $2,695.21
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Ra*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions:

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

001 Percentage Rent - Airport OCT
Commission Payout

Payable To: 50% to Port Authority of NYNJ and 50% to Brittish Airways
Vendor #: POR005 / BRI005

Estation ID	Total Revenue
BBA013JFK7	$19,187.11
BBA042JFK7	$23,254.96
3FA007JFK7	$814.42
	$43,256.49

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

October 7, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

AYD956

To Agreement Compliance Dept,

Following is the September 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$38,539.23
BBA044JFK5	$23,248.44
BBA089JFK5	$11,242.30
MXA003JFK5	$1,386.00
TFA004JFK5	$1,094.84
BFA003JFK5	$9,476.00
3FA008JFK5	$981.87
	$85,968.68

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87	$32,974.18	$33,142.43	$36,852.82	$41,249.32	$38,539.23				$303,098.38
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03	$31,358.05	$27,539.86	$27,257.50	$30,371.08	$34,790.79	$23,248.44				$236,029.82
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09	$14,529.66	$19,788.20	$21,277.98	$20,521.53	$11,242.30				$142,393.40
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57	$1,761.67	$1,653.75	$2,035.48	$2,193.36	$1,386.00				$12,405.59
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37	$1,214.55	$1,739.93	$1,954.13	$854.91	$1,094.84				$12,086.98
BFA003JFK5	JFK - Terminal 5 Gate 9, Jamaica, NY							$5,419.00	$11,419.00	$9,476.00				$26,314.00
3FA008JFK5									$296.07	$981.87				$1,277.94
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$78,019.92	$83,581.81	$97,910.49	$111,324.98	$85,968.68	$0.00	$0.00	$0.00	$733,606.11

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	10/7/2013	**For the month ending:**	9/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,094.84	$12,086.98
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	Rent Due to JetBlue	Payment Reference
Total Percentage Rent Due to Port Authority | Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	10/7/2013	**For the month ending:**	9/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$11,242.30	$142,393.40
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Categ**	East Concourse
Date Submitted:	10/7/2013	**For the month endin**	9/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$38,539.23	$303,098.38
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference: *Total Percentage Rent Due * 80% for F&B Concessionaires, 50% for Retail*	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference: *Total Percentage Rent Due * 20% for F&B Concessionaires, 50% for Retail*	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	10/7/2013	For the month ending:	9/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$23,248.44	$236,029.82
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rai	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	ent Due to JetBlu	Payment Reference
Total Percentage Rent Due to Port Authority | Payment Reference:	Rent Due to PA	Payment Reference

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	10/7/2013	**For the month ending:**	9/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $1,386.00	*Year to Date* $12,405.59
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Ovemight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 [name of concessionaire] Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address

Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	10/7/2013	For the month ending:	9/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $9,476.00	*Year to Date* $26,314.00
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rai*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	10/7/2013	For the month ending:	9/30/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $981.87	*Year to Date* $1,277.94
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

September 10, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

To Agreement Compliance Dept, A10956

Following is the August 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$41,249.32
BBA044JFK5	$34,790.79
BBA089JFK5	$20,521.53
MXA003JFK5	$2,193.36
TFA004JFK5	$854.91
BFA003JFK5	$11,419.00
3FA008JFK5	$296.07
	$111,324.98

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

AYD956

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87	$32,974.18	$33,142.43	$36,852.82	$41,249.32					$264,559.15
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03	$31,358.05	$27,539.86	$27,257.50	$30,371.08	$34,790.79					$212,781.38
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09	$14,529.66	$19,788.20	$21,277.98	$20,521.53					$131,151.10
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57	$1,761.67	$1,653.75	$2,035.48	$2,193.36					$11,019.59
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37	$1,214.55	$1,739.93	$1,954.13	$854.91					$10,992.14
BFA003JFK5	JFK - Terminal 5 Gate 9, Jamaica, NY							$5,419.00	$11,419.00					$16,838.00
3FA008JFK5									$296.07					$296.07
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$78,019.92	$83,581.81	$97,910.49	$111,324.98	$0.00	$0.00	$0.00	$0.00	$647,637.43

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	9/5/2013	**For the month ending:**	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $854.91	*Year to Date* $10,992.14
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	9/5/2013	**For the month ending:**	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $20,521.53	*Year to Date* $131,151.10
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to PA	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

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3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

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Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	9/5/2013	For the month endin	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $41,249.32	*Year to Date* $264,559.15
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | [illegible]	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

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Beneficiary Account Number:

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	9/6/2013	**For the month ending:**	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $34,790.79	*Year to Date* $212,781.38
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
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Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	9/5/2013	**For the month ending:**	8/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$2,193.36	$11,019.59
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rai*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

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Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	9/5/2013	**For the month ending:**	8/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $11,419.00	*Year to Date* $16,838.00
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

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Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Numbe
REF T5 [name of concessionaire] Concession Pmt

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Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	9/5/2013	For the month ending:	8/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$296.07	$296.07
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

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Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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Dallas, TX 75207

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Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYD956

August 6, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

To Agreement Compliance Dept,

Following is the July 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$36,852.82
BBA044JFK5	$30,371.08
BBA089JFK5	$21,277.98
MXA003JFK5	$2,035.48
TFA004JFK5	$1,954.13
BFA003JFK5	$5,419.00
	$92,491.49

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87	$32,974.18	$33,142.43	$36,852.82						$223,309.83
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03	$31,358.05	$27,539.86	$27,257.50	$30,371.08						$177,990.59
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09	$14,529.66	$19,788.20	$21,277.98						$110,629.57
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57	$1,761.67	$1,553.75	$2,035.48						$8,826.23
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37	$1,214.55	$1,739.93	$1,954.13						$10,137.23
BFA003JFK5	JFK - Terminal 5 Gate 9, Jamaica, NY							$5,419.00						$5,419.00
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$78,019.92	$83,581.81	$97,910.49	$0.00	$0.00	$0.00	$0.00	$0.00	$536,312.45

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	8/6/2013	**For the month ending:**	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $1,954.13	*Year to Date* $10,137.23
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number

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4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	8/6/2013	**For the month ending:**	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $21,277.98	*Year to Date* **$110,629.57**
Customary Discount Rates Given:	**0**	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	**Ralph Martinez**
Title of Officer:	**Assistant Controller**
Telephone Number:	**(415) 400-8048**
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

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Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	8/6/2013	For the month endin	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $36,852.82	*Year to Date* $223,309.83
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Ref	*Rent Due to JetBlue*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Ref	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

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Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	8/6/2013	**For the month ending:**	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $30,371.08	*Year to Date* $177,990.59
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

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ACH or Wire
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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number: [redacted]
REF T5 [name of concessionaire] Concession Pmt

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Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	8/6/2013	**For the month ending:**	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $2,035.48	*Year to Date* $8,826.23
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rai* 	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu* 	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA* 	*Payment Reference*

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Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

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P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	8/6/2013	**For the month ending:**	7/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $5,419.00	*Year to Date* $5,419.00
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due:		
Percentage Rent Due to JetBlue | Payment Reference:	*ent Due to JetBlu*	*Payment Reference*
Total Percentage Rent Due to Port Authority | Payment Reference:	*Rent Due to PA*	*Payment Reference*

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYD956

July 9, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

revised

To Agreement Compliance Dept,

Following is the June 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$33,142.43
BBA044JFK5	$27,257.50
BBA089JFK5	$19,788.20
MXA003JFK5	$1,653.75
TFA004JFK5	$1,739.93
	$83,581.81

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	7/2/2013	**For the month ending:**	6/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,739.93	$8,183.10
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	7/2/2013	**For the month ending:**	6/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$19,788.20	$89,351.59
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Total Percentage Rent Due: 20% for T&B Concessionaires, 8% for Retail

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	7/2/2013	For the month endin	6/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$33,142.43	$186,457.01
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Fwy Suite 5050

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 840124
Dallas, TX 75284-0124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:

Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	7/2/2013	For the month ending:	6/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$27,257.50	$147,619.51
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	urrent Rental Rai	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Name of Certifying Concessionaire Officer:	Assistant Controller
Title of Officer:	(415) 400-8048
Telephone Number:	RM
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Ovemight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	7/2/2013	For the month ending:	6/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,653.75	$6,790.75
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87	$32,974.18	$33,142.43							$186,457.01
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03	$31,358.05	$27,539.86	$27,257.50							$147,619.51
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09	$14,529.66	$19,788.20							$89,351.59
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57	$1,761.67	$1,653.75							$6,790.75
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37	$1,214.55	$1,739.93							$8,183.10
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$78,019.92	$83,581.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$438,401.96

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

REVISED

July 9, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

PY0956

To Agreement Compliance Dept,

Following is the May 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5. revised

Estation ID	Total Revenue
BBA041JFK5	$32,974.18
BBA044JFK5	$27,539.86
BBA089JFK5	$14,529.66
MXA003JFK5	$1,761.67
TFA004JFK5	$1,214.55
	$78,019.92

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

June 5, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

To Agreement Compliance Dept,

Following is the May 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5	$32,974.18
BBA044JFK5	$27,539.86
BBA089JFK5	$14,529.66
MXA003JFK5	$1,761.67
TFA004JFK5	$1,214.55
	$78,019.92

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	6/5/2013	For the month ending:	5/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $1,761.67	*Year to Date* $5,137.00
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

	Payment Reference

Name of Certifying Concessionaire Officer:	Assistant Controller
Title of Officer:	(415) 400-8048
Telephone Number:	RM
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	6/5/2013	**For the month ending:**	5/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$27,539.86	$120,362.01
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rai*	*Current Tier*
Percentage Rent:		

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	6/5/2013	For the month endin	5/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:	$32,974.18	$153,314.58
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*		0
Customary Discount Rates Given:		
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		

Percentage Rent Due (If Any)

Percentage Rent:	
	Payment Reference

Name of Certifying Concessionaire Officer:	
Title of Officer:	
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	Across from Gate 24
Date Submitted:	6/5/2013	For the month ending:	5/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$14,529.66	$69,563.39
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		

Percentage Rent Due (If Any)

Percentage Rent:	

Name of Certifying Concessionaire Officer:	Assistant Controller
Title of Officer:	(415) 400-8048
Telephone Number:	RM
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Fwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	6/5/2013	**For the month ending:**	5/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,214.55	$6,443.17
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		

Percentage Rent Due (If Any)

Percentage Rent:	

Name of Certifying Concessionaire Officer:	Assistant Controller
Title of Officer:	(415) 400-8048
Telephone Number:	RM
Signature of Certifying Concessionaire Officer:	

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87	$32,974.18								$153,314.58
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03	$31,358.05	$27,539.86								$120,362.01
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09	$14,529.66								$69,563.39
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57	$1,761.67								$5,137.00
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37	$1,214.55								$6,443.17
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$78,019.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$354,820.15

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

May 1, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

AYD 956

To Agreement Compliance Dept,

Following is the April 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5 20	$39,513.87
BBA044JFK5 10	$31,358.05
BBA089JFK5 50	$16,764.09
? MXA003JFK5 60	$1,182.57
TFA004JFK5 70	$1,734.37
	$90,552.95

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84	$39,513.87									$120,340.40
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03	$31,358.05									$92,822.15
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35	$16,764.09									$55,033.73
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17	$1,182.57									$3,375.33
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52	$1,734.37									$5,228.62
		$57,139.38	$57,029.99	$72,077.91	$90,552.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$276,800.23

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	5/1/2013	For the month endin	4/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$39,513.87	$120,340.40
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Name of Certifying Concessionaire Officer:	
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue A[illegible] Corp
Beneficiary Account Numbe[illegible]

Check (Overnight Delivery)
Dallas Lockbox
[illegible] Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	5/1/2013	For the month ending:	4/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$31,358.05	$92,822.15
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (Including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
Ref: T5 (name of concessionaire) Concession Rent

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
[illegible] Freeway Suite 5010
Dallas, TX 75207

Check (U.S. Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	Across from Gate 24
Date Submitted:	5/1/2013	**For the month ending:**	4/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$16,764.09	$55,033.73
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	**Current Rental Rate**	**Current Tier**
Percentage Rent:		

Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 0210-0008
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Fwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	5/1/2013	For the month ending:	4/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,182.57	$3,375.33
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rat	Current Tier
Percentage Rent:		

Percentage Rent Due (If Any)

Name of Certifying Concessionaire Officer:	
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

T5

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	
Date Submitted:	5/1/2013	For the month ending:	4/30/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,734.37	$5,228.62
Customary Discount Rates Given:		
Total Discounts ($) Given:	0	
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Title of Officer:	Ralph Martinez
Telephone Number:	Assistant Controller
Signature of Certifying Concessionaire Officer:	(415) 400-8048
	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

April 11, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

AYD956

To Agreement Compliance Dept,

Following is the March 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5 20	$29,714.84
BBA044JFK5 40	$26,192.03
BBA089JFK5 50	$14,243.35
MXA003JFK5 60	$568.17
TFA004JFK5 70	$1,359.52
	$72,077.91

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91	$29,714.84										$80,826.53
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26	$26,192.03										$61,464.10
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32	$14,243.35										$38,269.64
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64	$568.17										$2,192.76
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86	$1,359.52										$3,494.25
		$57,139.38	$57,029.99	$72,077.91	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$186,247.28

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	4/2/2013	For the month endin	3/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $29,714.84	*Year to Date* $80,826.53
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1055 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	4/2/2013	For the month ending:	3/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $26,192.03	*Year to Date* $61,464.10
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	Check (Overnight Delivery)	Check (US Mail)
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp		P.O. Box 842124
Beneficiary Account Number	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124
REF T5 (name of concessionaire) Concession Pmt	Dallas, TX 75207	

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	Across from Gate 24
Date Submitted:	4/2/2013	For the month ending:	3/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$14,243.35	$38,269.64
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Name of Certifying Concessionaire Officer:	
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	South Concourse
Date Submitted:	4/2/2013	**For the month ending:**	3/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $568.17	*Year to Date* $2,192.76
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat* 	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: corrospond
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF: (name of concessionaire) Concession Fee

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
[redacted]
1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 840124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	4/2/2013	**For the month ending:**	3/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,359.52	$3,494.25
Customary Discount Rates Given:		
Total Discounts ($) Given:	0	
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Title of Officer:	Ralph Martinez
Telephone Number:	Assistant Controller
Signature of Certifying Concessionaire Officer:	(415) 400-8048
	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

March 6, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

AYD956

To Agreement Compliance Dept,

Following is the February 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5 20	$26,663.91
BBA044JFK5 10	$16,502.26
BBA089JFK5 50	$12,103.32
MXA003JFK5 60	$660.64
TFA004JFK5 70	$1,099.86
	$57,029.99

Please send all invoices and rent inquiries to locationsinquiries@zoomsystems.com or contact Matthew Calles at 415.400.8017 with questions regarding this report.

Best Regards,

Matthew Calles
Finance and Locations Coordinator

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-To-Date
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78	$26,663.91											$51,111.69
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81	$16,502.26											$35,272.07
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97	$12,103.32											$24,026.29
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95	$660.64											$1,624.59
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87	$1,099.86											$2,134.73
		$57,139.38	$57,029.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114,169.37

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	3/7/2013	For the month endin	2/28/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $26,663.91	*Year to Date* $51,111.69
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (Including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
[illegible]
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 848124
Dallas, TX 75284-8124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	3/7/2013	For the month ending:	2/28/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$16,502.26	$35,272.07
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rat*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Fwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	Across from Gate 24
Date Submitted:	3/7/2013	For the month ending:	2/28/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$12,103.32	$24,026.29
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	Current Rental Rate	*Current Tier*
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: Jetblue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
Jetblue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address:
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	3/7/2013	For the month ending:	2/28/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$660.64	$1,624.59
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*urrent Rental Rai*	*Current Tier*
Percentage Rent:		

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A.
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 (name of concessionaire) Concession Fee

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Freyy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842234
Dallas, TX 75284-2234

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

TB

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	3/7/2013	**For the month ending:**	2/28/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$1,099.86	$2,134.73
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 6010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

zoomsystems
22 Fourth Street, Suite 1600
San Francisco, CA 94103

AYD956

~~AYD5~~

February 7, 2013

JetBlue Airways
Dallas Lockbox - Jet Blue
P.O. Box 842124
Dallas, TX 75284-2124

To Agreement Compliance Dept,

Following is the January 2013 sales report for the Zoom's location at the John F. Kennedy Airport, Jet Blue Terminal # 5.

Estation ID	Total Revenue
BBA041JFK5 20	$24,447.78
BBA044JFK5 10	$18,769.81
BBA089JFK5 50	$11,922.97
MXA003JFK5 60	$963.95
TFA004JFK5 70	$1,034.87
	$57,139.38

Please contact Ralph Martinez via email at ralph.martinez@zoomsystems.com or by telephone at (415) 400-8048, should you have any questions regarding this report.

Best Regards,

Ralph Martinez
Assistant Controller
Zoomsystems

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	**Unit / Product Category:**	
Date Submitted:	2/7/2013	**For the month ending:**	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $1,034.87	*Year to Date* $1,034.87
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services
1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	Across from Gate 24
Date Submitted:	2/7/2013	For the month ending:	1/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$11,922.97	$24,447.78
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		

	Current Rental Rate	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		

Percentage Rent:	
Percentage Rent Due (If Any)	

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (Including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number:

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Categ	East Concourse
Date Submitted:	2/7/2013	For the month endin	1/31/2013

Percentage Rent Calculation

Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	*Month* $18,769.81	*Year to Date* $11,922.97
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	*Current Rental Rate*	*Current Tier*
Percentage Rent:		

Percentage Rent Due (If Any)

Report Certification

Name of Certifying Concessionaire Officer:	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire	*Check (Overnight Delivery)*	*Check (US Mail)*
Receiving Bank Name: Citibank N.A	Dallas Lockbox	Dallas Lockbox
Receiving Bank ABA Number: 021000089	Bank of America Lockbox Services	JetBlue
Beneficiary Name: JetBlue Airways Corp.		P.O. Box 842124
Beneficiary Account Number:	1950 N. Stemmons Frwy Suite 5010	Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	2/7/2013	For the month ending:	1/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$24,447.78	$18,769.81
Customary Discount Rates Given:	0	
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*	urrent Rental Rai	Current Tier
Percentage Rent:		

	Ralph Martinez
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

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2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp
Beneficiary Account Number:
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

JetBlue Terminal 5
JFK International Airport
Sales and Rent Report

Subtenant:	New Zoom, Inc dba Zoomsystems	Unit / Product Category:	South Concourse
Date Submitted:	2/7/2013	For the month ending:	1/31/2013

Percentage Rent Calculation

	Month	Year to Date
Monthly Minimum Annual Guarantee (MAG) Payment Made:		
Total Monthly Gross Receipts | Year to Date Gross Receipts: *All Receipts excluding taxes and other allowed items per the Sublease*	$963.95	$963.95
Customary Discount Rates Given:		0
Total Discounts ($) Given:		
Discounts Given As a % of Monthly Gross Receipts:		
Addition to Gross Receipts In Compliance with 1% Discount Threshold		
	urrent Rental Rat	Current Tier
Percentage Rental Rate | Rental Tier: *Current rental rate and tier based on year to date gross receipts*		
Percentage Rent:		

Percentage Rent Due (If Any)

Name of Certifying Concessionaire Officer:	
Title of Officer:	Assistant Controller
Telephone Number:	(415) 400-8048
Signature of Certifying Concessionaire Officer:	RM

Report Completion and Payment Instructions

1) Fill in all white empty boxes based on the instructions noted for each line item.

2) Send Completed Report(s) to JetBlue Electronically (including signature) to:

3) Send Any Percentage Rent Due to JetBlue Utilizing one of the following methods:

ACH or Wire
Receiving Bank Name: Citibank N.A
Receiving Bank ABA Number: 021000089
Beneficiary Name: JetBlue Airways Corp.
Beneficiary Account Number
REF T5 [name of concessionaire] Concession Pmt

Check (Overnight Delivery)
Dallas Lockbox
Bank of America Lockbox Services

1950 N. Stemmons Frwy Suite 5010
Dallas, TX 75207

Check (US Mail)
Dallas Lockbox
JetBlue
P.O. Box 842124
Dallas, TX 75284-2124

4) Send Copy of Report and Any Percentage Rent Due to the Port Authority to the following address
Port Authority of New York and New Jersey

John F. Kennedy Airport - JFK Terminal 5-JetBlue 2013 YTD
Sales Summary and Percentage Rent Calculation

E-STATION	LOCATION	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Year-T
BBA041JFK5	John F. Kennedy Intl Airport Terminal 5 (Best Buy Shop)	$24,447.78												$24,
BBA044JFK5	John F. Kennedy Intl Airport Terminal 5 - South Concourse (Best Buy Shop)	$18,769.81												$18,
BBA089JFK5	JFK Terminal 5 - Across from Gate 24 (Best Buy)	$11,922.97												$11,
MXA003JFK5	JFK - Terminal 5 Jet Blue (MaxWellness)	$963.95												$
TFA004JFK5	JFK - JetBlue (Terminal 5)	$1,034.87												$1,
		$57,139.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,