


NOTICE TO THE RECIPIENT OF THIS DOCUMENT

This document is not a solicitation of you to enter into any contract, agreement, or other business relationship with Host International, Inc. or its parent or any affiliated company, partnership or joint venture of Host International, Inc. ("Host"). This document is merely informational and intended to provide to you information related to a potential business opportunity at Phoenix Sky Harbor International Airport. The information provided is accurate to the best of Host's belief, however, if you are interested in the business opportunity described you should independently verify the accuracy of the information and consult with financial and legal advisors of your choice. If the materials provided to you contain financial data or projections of financial or economic trends or historical data and trends, please understand that there is no certainty that the historical data and trends will continue or that current financial or economic data and trends will predict or even be helpful in predicting future financial or economic results from the business opportunity described or contemplated by this document. Please do not copy or distribute this document to any person except your business associates in this particular business opportunity and your financial and/or legal advisor. Finally, please understand that whether this business opportunity is the right one for you depends on your own evaluations of the fit between your business and your operational skills and the opportunity described or contemplated by the information in this document. Thank you for your interest in this opportunity. We at Host hope that it will work for you and that this business opportunity will be the beginning of a mutually successful relationship.

I ACKNOWLEDGE THAT I HAVE RECEIVED ALL INFORMATION CONTAINED IN THIS AND ANY RELATED DOCUMENTS SUBJECT TO THIS NOTICE AND THAT I UNDERSTAND THAT NO WARRANTY OR REPRESENTATION OF ANY KIND IS BEING MADE TO ME THAT I WILL RECEIVE ANY PARTICULAR LEVEL OF SALES, PROFITS OR OTHER ECONOMIC BENEFITS IF I ENTER INTO THE BUSINESS RELATIONSHIP DESCRIBED OR CONTEMPLATED IN THIS AND ANY RELATED DOCUMENTS.

By: 
Name: **NAVA THURASINGAM**
Title: **CEO**
Date: **1/31/12**

SUBLEASE FOR FOOD AND BEVERAGE SALES
BETWEEN
HOST INTERNATIONAL, INC.
AND
PHOENIX AIRPORT FOOD SERVICES, INC.
D/B/A
NEW YORK PIZZA DEPT.
AT
PHOENIX SKY HARBOR INTERNATIONAL AIRPORT

Table of Contents

Section1	–	Lease
Section2	–	Contingencies
Section3	–	Premises
Section4	–	Term
Section5	–	Use
Section6	–	Operation of Premises
Section7	–	Services Provided by Host to Concessionaire
Section8	–	Assignment and Subletting
Section9	–	ACDBE Certification
Section10	–	Rent
Section11	–	Taxes, Assessments, and Liens
Section12	–	Improvements
Section13	–	Title
Section14	–	Utilities
Section15	–	Repairs and Maintenance
Section16	–	Remodeling and Alterations
Section17	–	Signage and Advertising
Section18	–	Indemnity, Release, Insurance, and Bonds
Section19	–	Damage or Destruction to Premises
Section20	–	Events of Default and Remedies
Section21	–	Suspension, Abatement, or Termination
Section22	–	Cessation of Subletting

Section23	–	Public Use and Nondiscrimination
Section24	–	Notices
Section25	-	Automatic Stay
Section26	–	Miscellaneous Provisions
Exhibit “A”		Description or Depiction of Premises
Exhibit “B”		Menu Including Prices
Exhibit “C”		Copy of Lease
Exhibit “D”		Compliance with Environmental Laws (Exhibit 7 to Lease)
Exhibit “E”		ACDBE Certificate

**SUBLEASE FOR FOOD AND BEVERAGE SALES AT
PHOENIX SKY HARBOR INTERNATIONAL AIRPORT**

THIS SUBLEASE ("Sublease"), is made and entered into this 1st day of Feb., 2012, by and between HOST INTERNATIONAL, INC. ("Host"), and PHOENIX AIRPORT FOOD SERVICES, INC. D/B/A NEW YORK PIZZA DEPT. ("Concessionaire" or "Lessee"). THIS SUBLEASE MUST BE FULLY EXECUTED BEFORE CONCESSIONAIRE CAN TAKE POSSESSION OR HAVE ACCESS TO PREMISES AS DEFINED HEREIN.

Recitals

WHEREAS, Host is a principal concessionaire at Phoenix Sky Harbor International Airport (the "Airport") pursuant to Terminal 4 Food and Beverage Concession Lease 131410 by and between City of Phoenix ("Lessor" or "City") and Host International, Inc., dated June 16, 2011 (which, together with any amendments thereto, is hereinafter referred to as the "Lease"); and

WHEREAS, Host has established and upheld a reputation as a provider and operator of high quality concession facilities which has enabled Host to become a principal concessionaire at the Airport; and

WHEREAS, Concessionaire desires to be, and has been selected by Host and/or the Lessor, to be the operator of a certain food and beverage facility at the Airport as hereinafter described (the "Premises"); and

WHEREAS, the parties desire to enter into this Sublease of the Premises upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Sublease and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Lease.

1.01. Incorporation of Lease. A copy of the Lease has been furnished to Concessionaire, is attached to this Sublease as Exhibit "C," and Concessionaire is aware of all the terms and conditions contained therein. The Lease is incorporated into this Sublease and this Sublease is subject to all applicable terms as set forth in the Lease, as such may be amended from time to time. Concessionaire shall be subject to all the requirements, terms, covenants, conditions and restrictions with respect to the occupancy, operation, use and care of the Premises and Concessionaire's conduct in the Airport which apply to Host pursuant to the Lease. Concessionaire shall have no greater rights in the Premises than Host has under the Lease. Except where the Lease is silent on an issue, or where the terms of this Sublease are more stringent than those in the Lease, in the event of any conflict between any term of this Sublease and any term imposed on Host by the Lease, the Lease shall be superior and control the outcome. Unless

otherwise defined in this Sublease, the definitions set forth in the Lease are incorporated herein and shall constitute the definitions of such terms as used in this Sublease.

1.02. Subordination of Sublease. This Sublease and all rights of Concessionaire hereunder are in all respects subject and subordinate to (i) the Lease and to all of the terms, covenants and conditions thereof, and (ii) to all encumbrances now affecting the Lease or the Premises or to which the Lease is subject and subordinate. The foregoing provisions shall be self-operative and no further instrument of subordination shall be necessary, unless required by Host or Lessor, in which event Concessionaire agrees, on demand, at any time or times, to execute, acknowledge and deliver to Host and/or Lessor any and all instruments that may be reasonably necessary or proper to confirm the aforesaid subordination of this Sublease, and all rights of Concessionaire hereunder, to the Lease and the lien of any such encumbrances.

1.03. No Privity, Exercise of Rights and Remedies Under Lease. Nothing in this Sublease shall be construed to create privity of estate or of contract between Concessionaire and Lessor. Concessionaire shall not have the right to exercise any of Host's options or elections permitted or authorized under the Lease. Concessionaire shall have no rights or remedies against Lessor for any default, failure or delay on the part of Lessor in the performance of any obligations under the Lease. Concessionaire shall not have the right to institute any action or proceeding against Lessor for the enforcement of the Lease. If Lessor shall default in the performance of any of its obligations under the Lease, Host shall, upon the written request of Concessionaire, use its diligent good faith efforts to enforce the Lease to obtain Lessor's compliance with its obligations thereunder. Except as otherwise specifically provided herein, Host shall have no duty to perform any obligations of Lessor and shall under no circumstances be responsible or liable to Concessionaire for any default, failure or delay on the part of Lessor in the performance of any obligations under the Lease, nor shall such default of Lessor affect this Sublease, or waive or defer the performance of any of Concessionaire's obligations hereunder. In furtherance of the foregoing, Concessionaire hereby waives any cause of action and any right to bring an action against Host by reason of any such act, omission, negligence or default of Lessor under the Lease.

1.04. No Breach of Lease. Concessionaire, its agents, employees or anyone claiming from, through or under Concessionaire, will not do, permit, or suffer any act or omission which would (i) constitute a breach or violation by Host of any of the terms, covenants, conditions or provisions of the Lease, (ii) enlarge any of the obligations of Host under the Lease, or (iii) give Lessor the right to terminate the Lease. Any violation of the provisions of the Lease by Concessionaire shall be deemed to be, for all purposes hereunder, a default under this Sublease, for which Host shall have all of the remedies provided by this Sublease.

1.05. Termination of Lease. If for any reason the Lease expires or is terminated prior to the expiration of the term of this Sublease, either by its terms or by Lessor or by Host, whether pursuant to any termination rights therein reserved or therein granted to either of said parties or otherwise, then, on the date of expiration or termination of the Lease, this Sublease and the term hereof shall automatically terminate with the same force and effect as though such termination date were the date herein fixed for the expiration of the Term and Host shall not be liable to

Concessionaire by reason thereof.

2. Contingencies.

2.01. Lessor Approval. This Sublease is subject to and contingent upon the Lessor's approval of Concessionaire and this Sublease. If such approval has not been obtained within thirty (30) days hereafter, Host shall be entitled to declare this Sublease null and void, effective upon notice to Concessionaire. In the event said approval is not obtained, Concessionaire shall hold Host and Lessor harmless and shall not in any way pursue any claim against Host or Lessor for such failure, including any claim for reimbursement of expenditures made by Concessionaire with respect to this Sublease and/or the Premises or for prospective profits.

2.02. Certification. This Sublease is subject to and contingent upon Concessionaire becoming and maintaining its certification as an Airport Concession Disadvantaged Business Enterprise ("ACDBE") by the Lessor or the appropriate certifying entity in accordance with all applicable laws, rules and regulations and as set forth more fully herein.

2.03. Brand Franchise/License. This Sublease is subject to and contingent upon Concessionaire furnishing to Host a copy of the license or franchise agreement which authorizes Concessionaire to operate the Premises under a brand name if Concessionaire's use, as described in this Sublease, provides therefor.

2.04. Liquor and/or Business Licenses. This Sublease is subject to and contingent upon Concessionaire obtaining, maintaining, and furnishing to Host a copy of any and all liquor and/or business licenses required for the operation of the Premises.

2.05. Commissary/Warehouse Sublease. It is understood and agreed by the parties that Concessionaire will require the use of an off-Airport commissary/warehouse facility leased by Host. Accordingly, this Sublease is subject to and contingent upon Concessionaire delivering to Host's General Manager at the Airport, a fully executed commissary/warehouse sublease prepared by Host, concluded contemporaneously with the execution of this Sublease.

2.06. NYPD Agreement. It is understood and agreed by the parties that this Sublease is subject to and contingent upon Concessionaire obtaining a licensing or similar agreement with Ziegler's NYPD, LLC on or before Host's delivery of possession of the Premises to Concessionaire.

3. Premises. Host hereby subleases to Concessionaire and Concessionaire hereby subleases from Host the premises located at N3-F39 in Terminal 4 at the Airport which Premises contain approximately nine hundred sixteen (916) square feet, as generally depicted on Exhibit A hereto (the "Premises"). The depiction of other facilities on Exhibit A or the description of the uses or names of other facilities shown on Exhibit A shall not be construed as a representation by Host that such other facilities shall be so developed, maintained, used or named. Host reserves the right to increase, reduce, close or relocate the Premises or to increase, reduce, close or change the

locations of any common areas or any other tenant premises in the event that such increase, reduction, closure or relocation is necessary to accommodate a change in the design or use of the Airport by Lessor, including but not limited to relocation of security checkpoints. Any relocation, expansion or reduction shall be accomplished as expeditiously as is reasonable under the circumstances, and any adjustment to the Premises shall be formally made by the execution of a written amendment to this Sublease. To the extent Host may receive reimbursement for closure of the Premises pursuant to the Lease, Concessionaire may receive its pro rata share provided that Concessionaire shall fulfill all conditions as required by the Lease and Lessor necessary to receive any such reimbursement. Premises shall not be delivered to Concessionaire until all requirements are met pursuant to Section 4.02 herein.

4. Term.

4.01. Term. The initial term of this Sublease (the "Initial Term") shall commence on the date hereof (the "Term Commencement Date") and shall extend until Host begins all food and beverage operations under the Lease or October 31, 2012, whichever occurs earlier.

The primary term of this Sublease (the "Primary Term") shall commence when Host begins all food and beverage operations under the Lease or November 1, 2012, whichever occurs earlier. The Primary Term shall expire on the earliest to occur of: i) the earlier termination of the Lease; ii) the earlier termination by operation of this Sublease; or iii) at 11:59 p.m. on August 31, 2023 (the "Term Expiration Date").

4.02. Delivery of Certificates, Bonds and Other Approvals. PRIOR TO HOST'S DELIVERY OF PREMISES TO CONCESSIONAIRE, CONCESSIONAIRE SHALL DELIVER TO HOST'S GENERAL MANAGER AT THE AIRPORT THE FOLLOWING:

- A. Proof of Concessionaire's certification as an ACDBE;
- B. Certificates or policies of insurance required pursuant to this Sublease;
- C. Any and all bonds or other security instruments required pursuant to this Sublease;
- D. Proof, including the furnishing of a copy of the license or franchise agreement that Concessionaire is authorized to operate the Premises under a brand name if Concessionaire's use, as described in this Sublease, provides therefor;
- E. Reimbursement to Host for any design and construction funds expended by Host on Concessionaire's behalf with, as practically as possible, Concessionaire's prior written consent, including but not limited to architectural and engineering fees, estimating fees, design management fees, construction management fees, insurance costs, interest on construction financing and costs paid to general contractors, equipment suppliers or installers, signage suppliers or installers and/or seating and decor suppliers;

F. Reimbursement to Host of any other funds expended on Concessionaire's behalf by Host;

G. Copies of all licenses required for operation of the Premises, including certificate of occupancy liquor, and business licenses; and.

H. A fully executed copy of this Sublease.

CONCESSIONAIRE WILL NOT BE ALLOWED TO OPEN UNTIL ALL OF THE ABOVE ARE COMPLETE.

4.03. Late Opening Fee. Concessionaire shall pay Host, within ten (10) days of Concessionaire's receipt of an invoice, one hundred dollars (\$100.⁰⁰) per day as a fee for each day beyond the expiration of the Initial Term on which the Premises are not open so to the public for business, payable each Monday for the number of days in the prior week that the Premises were not open, provided such delay is not due to or caused by any act of Host. This late opening fee shall be in addition to and not in lieu of all other monetary obligations payable by Concessionaire under this Sublease and represents the parties' estimate of the damages that will be caused to Host in the event of Concessionaire's failure to be open for business. Host's failure to invoice Concessionaire for such late opening fee shall not waive Host's rights, including its right to subsequently invoice Concessionaire for the late opening fee and/or Host's right to terminate this Sublease. Receipt by Host of the late opening fee shall not preclude Host from availing itself of additional remedies for such late opening, including termination of this Sublease.

5. Use. Concessionaire shall use the Premises to sell at retail the items at the prices listed on Exhibit "B" and for no other purpose, activity or operation whatsoever. Concessionaire shall not add or delete items or change prices from those listed on Exhibit B without the prior written consent of Host and Lessor. Without limiting the foregoing, Concessionaire is subject to the street-pricing requirements of the Lease. In the event Host or Lessor determines that any of Concessionaire's products are objectionable for display or sale, Concessionaire shall, upon written notice from Host, immediately remove such item from its inventory and shall thereafter discontinue displaying, offering for sale, or selling such item. All prohibitions and restrictions as to use of the Premises which are applicable to Host pursuant to the Lease shall likewise apply to Concessionaire; provided, however, that such prohibitions and restrictions may be enforced against Concessionaire by either Host or Lessor. Concessionaire does not have the exclusive right for the sale in the Airport, or any portion thereof, of any item or brand which Concessionaire is authorized to sell pursuant to this Sublease. Host may be operating competing businesses within the Airport for the sale of the same or similar items or brands.

Host shall be free to develop competing businesses within the Airport for the sale of the same or similar items or brands on its own during the term of this Sublease and thereafter.

Additionally, Concessionaire acknowledges that this Sublease is solely for the purpose of operating the Premises until expiration of this Sublease and Host shall not be required to grant the Concessionaire any future rights to use the brand names in any future bids or proposals for

any concessions at the Airport, including but not limited to future bids or proposals for the Premises following expiration of this Sublease. Concessionaire has no other right to a new or renewed Sublease upon the expiration of the term of this Sublease.

6. Operation of Premises.

6.01. Responsibility for Operations. Concessionaire understands and agrees that Host has entered into this Sublease with the understanding that Concessionaire shall at all times perform a substantial operating or management role relating to the Premises, which are the subject matter of this Sublease. The representation by Concessionaire that it will perform a substantial operating or management role is relied upon by Host and is a material inducement to Host to enter into this Sublease. There are no verbal or written agreements between Concessionaire and Host relating to the role to be performed by Concessionaire, or relating to financing or other monetary arrangements, except as set forth in this Sublease. If any future agreements are reached between them, such agreements shall be promptly incorporated as a written amendment to this Sublease. No such future agreements shall be binding on Concessionaire or Host until a written amendment to this Sublease shall be effective.

Concessionaire shall be solely responsible for the operation of the Premises in accordance with this Sublease, the employment of persons who work at the Premises, and all costs and expenses incurred in connection with the conduct of business at the Premises, and Host shall have no responsibility for any of the same.

6.02. Lease Requirements. Concessionaire shall be subject to all the requirements, terms, covenants, conditions and restrictions with respect to the occupancy, operation, use and care of the Premises and Concessionaire's conduct in the Airport which apply to Host pursuant to the Lease. Host shall be entitled to enforce such Lease provisions as to Concessionaire and/or the Premises in the same manner and mode as Lessor is entitled to enforce such Lease provisions with respect to Host pursuant to the Lease, except that Concessionaire shall be entitled to only the lesser of (i) any applicable cure period set forth herein or (ii) one-half (1/2) of any applicable grace or cure period to which Host is entitled under the Lease before Host shall be entitled to enforce the same, it being understood and agreed that Host shall be entitled to exercise its rights as against Concessionaire hereunder prior to the time that Lessor is entitled to act against Host.

6.03. Representative of Concessionaire. During all hours that the Premises are open, Concessionaire shall retain at the Premises at least one (1) qualified representative, authorized to represent and act for it in matters pertaining to the operation of the Premises, and shall keep Host informed in writing of the identity of each such person. In addition, the representative of Concessionaire shall provide a non-work contact to Host for use in the event of an emergency.

6.04. Ingress and Egress. Concessionaire shall possess the right of ingress to and egress from the Premises as is necessary in order for Concessionaire to fulfill the terms of this Sublease, subject to the terms of the Lease and any applicable Airport rules and regulations. Concessionaire agrees that the exercise of such right shall not impede or interfere with the operations of Host

and/or its other subtenants or with the use and operation of the Airport by Lessor, its tenants, other authorized occupants or the traveling public.

6.05. Rights under the Lease.

A. Rights of Lessor are Also Reserved by Host. All rights of Lessor pursuant to the Lease with respect to Host are likewise reserved in favor of Host with respect to Concessionaire, so that such rights may be exercised as to Concessionaire by either Host or Lessor.

B. Rights of Host are not Reserved by Concessionaire. Concessionaire's rights under this Sublease are fully set forth and explained exclusively in this Sublease, and Concessionaire does not receive and shall not have any other rights by virtue of any other document or agreement, including, without limitation, the Lease. The rights of Host with respect to Lessor that accrue to Host under the Lease do not pass to Concessionaire with respect to Host in any form whatsoever, except as specifically provided for in this Sublease. By way of illustration only, if Host has the right to sell a certain item at the Airport, Concessionaire shall not have a right to sell such item except as such right is granted in this Sublease.

6.06. Compliance with Laws and Regulations. Concessionaire shall comply with all applicable federal, state and local laws, ordinances, rules and regulations respecting Concessionaire's use and occupation of the Premises, the hiring and employment of Concessionaire's personnel at the Premises, and the conduct of Concessionaire and its personnel at the Airport and in the Premises, as well as all rules and regulations of Lessor in respect to the Airport, now or hereafter in effect.

6.07. Relationship of Parties. Concessionaire is not and shall not hold itself out as an agent, legal representative, partner, subsidiary, joint venturer or employee of Host. Concessionaire shall have no right or power to, and shall not, bind or obligate Host in any way, manner or thing whatsoever, nor represent that it has any right to do so. In all public records, in its relationship with other persons, and on letterheads and business forms, Concessionaire shall indicate its independent ownership of said business. There is no fiduciary relationship between Host and Concessionaire.

6.08. Hazardous Substances. No goods, merchandise, or materials that are explosive or hazardous shall be kept, stored, or sold in or on the Premises, and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon. Nothing shall be done on the Premises, other than as is provided for in this Sublease, which will increase the rate of or suspend the insurance upon the Premises or upon structures of the Airport. No machinery or apparatus shall be used or operated on the Premises which will damage the Premises or adjacent buildings. Nothing in this section shall preclude Concessionaire from bringing, keeping, or using on or about the Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, provided, however, that Concessionaire shall be and remain exclusively responsible for and liable for any damages caused by the bringing, keeping and/or using of such materials, supplies, equipment and/or machinery.

6.09. Performance Standards. Without limiting Concessionaire's obligation to comply with all applicable federal, state and local laws, ordinances, rules and regulations, and all rules and regulations of the Lessor, Concessionaire shall observe the following performance standards ("Performance Standards") in addition to those contained in the Lease and elsewhere in this Sublease:

A. Operation of Premises.

1) Hours of Operation. The Premises shall be open from and after the Rent Commencement Date for business from at least ninety (90) minutes prior to Terminal 4's first scheduled daily flight departure to (i) if the Premises are located pre-security, until the last flight departs Terminal 4, or (ii) if the Premises are located post-security, until thirty (30) minutes after the last flight departs on the particular concourse on which the Premises are located, seven (7) days a week, including holidays, except as may be otherwise approved in writing by Host, or for such longer or shorter hours as the Lessor or Host shall require. If there are delays in flight departure times, Concessionaire shall make arrangements to stay open until thirty (30) minutes after the late departing flight. At no time shall the Premises be left unattended or temporarily closed while employees go on break or for other such reasons.

2) Cleanliness and Order. The Premises shall be kept clean and in good order and Concessionaire shall observe superior sanitation standards at all times. No loud or inappropriate music will be played at the Premises.

3) Compliance with Other Agreements. In the event the Premises are operated as a "branded" facility by Concessionaire pursuant to a license or franchise, Concessionaire shall fully comply with all of the standards of the licensor or franchisor, perform all of the terms and conditions of such license or franchise and keep such license or franchise in full force and effect.

4) Nuisance or Waste. Concessionaire shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the Premises.

5) Trash and Recycling. Concessionaire shall recycle cans, bottles, paper, newspapers, cardboard and other items to the same extent as Host participates in recycling programs in connection with the facilities Host operates at the Airport. Concessionaire shall promptly remove from the Premises to the garbage or refuse disposal area designated by Host all rubbish, refuse, packaging and garbage; and, if such service is not provided by others, Concessionaire shall remove from the Airport the accumulation of all such material in said garbage or refuse disposal area at such frequent intervals as Host may reasonably direct. Any trash chutes used exclusively by Concessionaire shall be cleaned and sanitized by Concessionaire at regular intervals as needed. If reasonably necessary, Concessionaire shall provide an appropriate odor-

free, liquid-tight trash compactor(s), which it shall clean and sanitize as needed. Without limiting the foregoing, Concessionaire is responsible for any costs associated with the removal of trash and recyclables at the Premises.

B. Personnel.

1) Manager. Concessionaire's on-site manager at the Premises (the "Manager") shall be an active, qualified, experienced and competent Manager with the complete responsibility and authority to respond quickly and decisively to Host and Lessor in all matters affecting the operation of the Premises. Concessionaire shall at all times ensure, that a Manager or, in the absence of the Manager, a qualified supervisor is available and empowered to act quickly and decisively in response to any need arising from the operation of the Premises twenty-four (24) hours a day, seven (7) days a week and/or in the event of an emergency.

2) Staffing. Concessionaire shall staff its operations consistent with the requirements of the Lease. Without limiting the foregoing, Concessionaire shall be solely responsible for the cost of any background and security checks and screening of its employees and subcontractors. Concessionaire shall provide an adequate number of employees on each shift to assure the highest standards of public service and satisfactory operation and maintenance of the Premises at all times. Concessionaire shall provide appropriate staffing levels to accommodate peak periods of passenger activity and shall add an appropriate number of employees to respond to increased levels in potential customers resulting from changes in airline schedules or relocation of airline gates.

3) Deportment. Concessionaire shall require its employees in all circumstances to observe a strict impartiality as to quantities and services, to provide fast service, to exercise courtesy and consideration in dealing with the public and to give directions and make change cheerfully. Employees will acknowledge, greet and/or welcome customers and provide assistance to customers as needed or requested. Concessionaire's employees shall be proficient in customer service and sales techniques. Employees shall not eat or drink behind counters or registers or in the store selling space during business hours, or store personal belongings within view of customers at the Premises.

4) Customer Service Training. Concessionaire's employees shall conduct themselves in accordance with the rules and precepts of the industry standards for customer service. Concessionaire's employees shall attend any customer service training programs made available to such employees by the Lessor, State of Arizona and Host. Employees shall be trained in retail service selling skills and shall be knowledgeable about the products and services offered at the Premises. Concessionaire shall certify to Host, if requested, that such training has been completed for all employees.

5) Uniforms and Badges. All employees of Concessionaire who come in contact with the public shall wear professional uniforms or, if Concessionaire does not have a standard uniform, shall be appropriately attired. Such uniforms or attire shall be subject to approval by Host's General Manager at the Airport. All employees shall wear identification badges subject to approval by Host's General Manager at the Airport, which clearly state Concessionaire's company name and the individual employee's name. If the Premises are operated pursuant to a license or franchise, the franchisor/licensor's uniform shall be acceptable to Host. The uniforms or other attire of employees shall be kept neat and clean and employees shall be well groomed.

C. Service, Marketing, Advertising and Promotion Initiatives. If required by the Lease, Concessionaire shall participate in and adopt all customer service, marketing, advertising and promotion programs that are created and implemented by Host and/or Lessor. All of Concessionaire's advertising at the Airport, as well as any advertising by Concessionaire related solely to the Premises at the Airport, shall be subject to Host's prior approval. National programs implemented by Host and adopted by Concessionaire will be maintained as per the guidelines set forth in the program communication.

D. Refurbishment of Premises. Concessionaire shall have available at least 0.25% of its annual Gross Sales for the refurbishment of the Premises, including the carpeting, flooring, fixtures, equipment and visual displays, beginning with the second anniversary of Concessionaire's opening of the Premises for business. Such funds shall be expended by Concessionaire as required by the Lease and/or at Host's direction based upon the condition and appearance of the Premises. Concessionaire shall maintain receipts evidencing compliance herewith for the term of this Sublease and shall make such receipts available to Host, upon request, to prove such compliance.

In addition to the foregoing, Concessionaire shall spend a minimum average of one hundred dollars (\$100.00) per square foot of the Premises as midterm capital investment to upgrade and refurbish improvements in and areas of the Premises visible to customers ("Midterm Refurbishment"). This required midterm capital investment expenditures do not include any architectural or engineering fees. Concessionaire shall submit for Host's review a refurbishment and phasing plan as required by the Lease no later than September 2016. Midterm Refurbishment shall be completed by August 31, 2018. Should Concessionaire not spend \$100 per square foot of the Premises for the Midterm Refurbishment, Concessionaire shall remit the unspent balance to Host by November 1, 2018.

E. Performance Standard Defaults and Cure Periods. Any failure by Concessionaire to comply with the foregoing Performance Standards shall constitute an Event of Default as enumerated in this Sublease.

7. Services Provided by Host to Concessionaire.

7.01. Services Provided Free of Charge. Without limiting Concessionaire's obligation to comply with all applicable federal, state and local laws, ordinances, rules and regulations, and all rules and regulations of the Lessor, Host's on-site personnel may provide Concessionaire with certain services without charge therefor, as requested by Concessionaire, as follows:

A. Management Direction. Concessionaire may meet regularly with Host's local general manager to discuss the development and maintenance of goals and methods of operation.

B. Product Purchasing. Host's local purchasing personnel may provide Concessionaire with advice and counsel regarding product specifications, product selection and vendor selection.

C. Personnel Hiring and Training. Host may assist Concessionaire in developing an employee recruitment plan. All Host training classes, conducted by Host, which are held at the Airport for the purpose of training Host employees may also be attended by Concessionaire's employees upon approval by Host and, in Host's discretion, at no charge to Concessionaire.

D. Liaison with Lessor. Host's local general manager shall serve as a liaison between Concessionaire and Lessor.

7.02. Services Provided for a Fee. In the event that Concessionaire requires services beyond the free advice and counsel set forth herein, Concessionaire may request that Host perform additional services for Concessionaire for which Host shall be paid a fee. Upon request, Host shall provide Concessionaire with a price list for such additional services which prices shall be subject to change. Upon request, Host shall provide such additional services, subject to Host's ability to do so given the practical circumstances then existing. These additional services which Host, upon Concessionaire's request, may provide for a fee are as follows:

A. Design and Construction Services. In the event that Concessionaire requires any design and/or construction assistance from Host, Host may provide such services and Concessionaire shall reimburse Host for the costs of providing such services pursuant to this Sublease.

B. Accounting. Host's local accounting personnel may provide sales and cost accounting direction and assistance.

C. Food and Beverage Purchasing. Concessionaire may purchase from Host such food and beverage items for sale at the Premises as Host may carry in Host's commissary at the Airport and which Concessionaire is permitted to sell under this Sublease. Host shall provide, at Concessionaire's request, a price list of the available food and beverage items and Concessionaire may elect whether it wishes to purchase such items. The price list will be updated periodically and may include the cost of regularly scheduled deliveries and the amount of any extra charge for special deliveries requested by Concessionaire. Host shall invoice Concessionaire for all food and beverage items purchased by Concessionaire from Host, which invoice may accompany the delivery of such food and beverage items. Invoices for food and beverage items purchased by Concessionaire from Host must be paid within ten (10) days of presentation. During any period

while Concessionaire is delinquent in the payment of food and beverage items purchased pursuant to this Section, Host, in addition to resorting to any remedies available to Host for such delinquency, including Sublease termination, may refuse to make further sales of food and beverage items to Concessionaire or may, in its discretion, require that all further purchases of food and beverage items from Host shall be made on a payment in cash upon delivery basis until such delinquency is cured. **7.03. Intentionally Deleted.**

8. Assignment and Subletting. Concessionaire shall not: (i) assign (directly or by operation of law), sublet or otherwise transfer this Sublease or any portion of the Premises; (ii) transfer any rights or privileges conferred upon Concessionaire pursuant to this Sublease by management contract or otherwise; nor (iii) permit any change in the ownership or control of Concessionaire without the prior written consent of Host in each instance and, to the extent required under the Lease, the prior written consent of Lessor. Prior to any change in ownership or control of Concessionaire, Concessionaire shall obtain ACDBE certification for Concessionaire as so changed. Any assignment, sublease, transfer or change in ownership or control in violation of this Section shall constitute a default hereunder. Consent to one assignment, sublease or transfer shall not constitute approval of any subsequent proposed assignment, sublease or transfer.

9. ACDBE Certification. At all times during the Term of this Sublease, Concessionaire shall be and shall remain certified as an ACDBE by Lessor or other appropriate certifying entity in accordance with all applicable laws, rules and regulations. Concessionaire shall timely file any and all applications, together with all supporting documentation, necessary to maintain such certification. Concessionaire is required to provide proof of its ACDBE certification to Host prior to the execution of this Sublease; however, if for any reason Concessionaire fails to do so, Host shall be entitled to declare this Sublease null and void, effective upon notice to Concessionaire.

Concessionaire's ACDBE Certification Date is July 31, 2010 ("the Certification Date"). Concessionaire's Annual Update deadline for its certification status is July 31 each year during the Term of this Sublease (the "Annual Update").

If at any time during the Term of this Sublease Concessionaire's ACDBE certification will expire, Concessionaire shall apply for recertification of its ACDBE status no less than ninety (90) days before such expiration. Each year during the Term of this Sublease, Concessionaire shall submit its Annual Update affidavit to, and obtain its Annual Update approval letter from, the certifying entity in such time and manner as required by the certifying entity. Each year during the Term of this Sublease, Concessionaire shall provide a copy of its Annual Update approval letter to Host within (thirty) 30 days of receipt of same from the certifying entity. Failure to comply with any of the ACDBE certification requirements set forth herein is an Event of Default under this Sublease.

In the event that (i) Concessionaire fails to obtain its ACDBE certification, (ii) certification is ever suspended, revoked or terminated for any reason whatsoever, and/or (iii) Concessionaires fails to fulfill any of the requirements herein necessary to maintain and prove its on-going ACDBE certification, Concessionaire shall hold Host and Lessor harmless and shall not in any way pursue

any claim against Host or Lessor for or related to said failure, or any resulting termination of this Sublease, including any claim for reimbursement of expenditures made by Concessionaire with respect to this Sublease and/or the Premises or for prospective profits.

Notwithstanding the above, Concessionaire's failure to maintain its ACDBE certification solely by reason of failing the Personal Net Worth or Size Standards, as defined by Participation by Disadvantaged Business Enterprises in Airport Concessions, 49 CFR Part 23, shall not be a default hereunder during the term of this Sublease, excluding any subsequent extensions of the term.

10. Rent.

10.01. Definitions. The definition of Gross Sales in the Lease is incorporated herein and shall constitute the definition of such term as used in this Sublease. The term "Sublease Year" has the same meaning as Lease Year in the Lease which is defined as the twelve-month period on January 1 and ending on December 31.

The term "Prorated Sublease Year" has the same meaning as Prorated Lease Year in the Lease which is defined as the period from when Concessionaire begins operations or January 1, 2012, whichever occurs first, until the beginning of the first Lease Year, and the period from the Last Lease Year until termination.

10.02. Rent Commencement. Concessionaire's obligation to pay rent and other monetary obligations to Host hereunder shall commence on the earlier to occur of: (i) commencement of the Initial Term; or (ii) the date on which Concessionaire opens for business (which earlier date is hereinafter referred to as the "Rent Commencement Date").

10.03. Rental Amounts. From and after the Rent Commencement Date, Concessionaire agrees to pay to Host without demand, set off or abatement, at Host / 7217 Collection Center Drive / Chicago, Illinois 60693, in lawful money of the United States each Sublease Year for the leasehold and concession privileges described herein, and under the terms and conditions set forth in this Sublease as follows:

For the Initial Term:

A percentage rent (the "Percentage Rent") being:

thirteen percent (13%) of annual Gross Sales for food, non-alcoholic beverages, and concept-related merchandise sales, including wine sold for consumption off-Premises, and

sixteen percent (16%) of annual Gross Sales for alcohol sales; and

For the Primary Term:

The greater of:

(i) a Percentage Rent, being:

thirteen percent (13%) of annual Gross Sales for food, non-alcoholic beverages, and concept-related merchandise sales, including wine sold for consumption off-Premises, and

sixteen percent (16%) of annual Gross Sales for alcohol sales; or

(ii) an annual minimum guaranteed rent (the "Minimum Rent" or "MAG"). Minimum Rent for the first full Sublease Year will be ONE HUNDRED FIFTY FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$154,700.⁰⁰). Minimum rent will be prorated for the Prorated Sublease Year. Minimum Rent for the second Sublease Year and for all years thereafter will be established as the greater of (i) eight-five percent (85%) of Concessionaire's total Rent payments for the prior Sublease Year, or (ii) one hundred percent (100%) of Minimum Rent for the first full Sublease Year.

Percentage Rent and Minimum Rent or MAG are together referred to in this Sublease as "Rent."

It is also understood by the parties that under Sections 3.3.5 and 3.4.2 of the Lease, Concessionaire is responsible for all taxes applicable to the Rent, which is currently 2.6% of Rent payable. Accordingly, the Rent due shall be the greater of Percentage Rent or MAG plus the product of the Rent multiplied by 1.026%. (Tax rate is subject to change.)

10.04. Minimum Rent Payment. Concessionaire shall pay the Minimum Rent to Host in equal monthly installments, in advance, on the first day of each month, without demand, and with any partial months to be prorated. Concessionaire's Minimum Rent payment to Host is considered late if Host has not received the payment in full by the first (1st) day of each month.

10.05. Percentage Rent Payment and Gross Sales Reporting. Concessionaire shall furnish to Host, on or before the tenth (10th) day following each calendar month or partial month occurring during the term of this Sublease, via fax to the attention of the Sublease Compliance Department at (866) 721-2326 or (301) 896-5118, or via a website as may be developed and required by Host, a detailed statement certified by the Concessionaire and prepared in a manner consistent with the requirements of the Lease and otherwise reasonably approved by Host, of the Gross Sales derived at or from the Premises during the previous calendar month and the calculation of Concessionaire's payments due to Host for the previous calendar month. With such statement Concessionaire shall calculate and pay any additional amount due over and above the monthly Minimum Rent. Concessionaire's Percentage Rent payment is considered late if Host has not received the payment in full by the tenth (10th) day of each month.

10.06. Annualization. Concessionaire shall furnish to Host annually by no later than forty-five (45) days after the end of each Sublease Year, unqualified reports certified by an independent certified public accountant acceptable to Lessor, showing Gross Sales derived from the Premises during the preceding Sublease Year and Concessionaire's computation of the Rent payable for the previous Sublease Year. Payment of any Percentage Rent due based on such report shall accompany such report. If the Concessionaire has overpaid the Rent due for the preceding Sublease Year, Concessionaire shall deduct such overpayment from the Rent next falling due, except that if the report filed after the end of the final Sublease Year, or portion thereof, shows a Rent overpayment, a cash refund to the Concessionaire will be made by Host within fifteen (15) days after receipt of such final report. The purpose of annualization shall be to reconcile all amounts due and paid and to effect payment to Host by Concessionaire of the greater of the Minimum Rent or Percentage Rent for each Sublease Year. This requirement to provide an annual, audited statement of Gross Sales shall be in addition to any other obligations set forth herein or in the Lease and shall in no way limit or excuse Concessionaire from such obligations.

10.07. Additional Rent. All payments of any kind or description, other than Rent, payable by Concessionaire to Host or Lessor in accordance with the terms and conditions of this Sublease or the Lease are referred to as "Additional Rent," including without limitation, (i) reimbursements to Host or Lessor for the expense of performing obligations of Concessionaire which Concessionaire fails to perform; (ii) pro rata share of any common area maintenance or utility charges, fees for support space (if any provided by Host at its discretion), security badging for employees, City inspections for Lessee's construction projects, parking, work orders; and (iii) fees, penalties, interest and other charges payable by Concessionaire under this Sublease or the Lease. Unless otherwise provided herein with respect to a particular obligation, all items of Additional Rent shall be payable by Concessionaire within ten (10) days of the giving of notice, including a statement or invoice, to Concessionaire of the amount due. Additional Rent payments shall be sent to: Host / 7217 Collection Center Drive / Chicago, Illinois 60693.

10.08. Late Payment Service Charge and Returned Checks.

A. Late Payment Service Charge. In the event Concessionaire fails to make timely payment of any Rent or Additional Rent within five (5) days after same shall become due and payable, upon each such event, a one hundred dollar (\$100.⁰⁰) service charge shall become immediately due and payable, together with interest at the rate of eighteen percent (18%) per annum or the maximum contract rate of interest allowed by law, whichever is less, on the delinquent payment(s) from the date due until the date payment is received by Host. Notwithstanding the foregoing, Host shall not be prevented from terminating this Sublease for default in the payment of Rent or Additional Rent or for default in the payment by Concessionaire of any payment due to Lessor. Host and Concessionaire agree that the service charge and interest provided for herein with respect to late payments represent a fair and reasonable estimate as to the additional administrative, processing and accounting costs which will be incurred by Host as a result of any late payments by Concessionaire hereunder. Without limiting the foregoing, Concessionaire is subject to any applicable late statements or reports charges as set forth in the Lease.

B. Returned Checks. In the event Concessionaire pays any Rent or Additional Rent due under this Sublease with a check that is returned, unpaid, for any reason by Concessionaire's bank (including but not limited to insufficient funds or a stop-payment order on the check) and this occurs three (3) times within any six (6) month period, upon notice from Host, Concessionaire shall make all Rent and Additional Rent payments by money order or cashier's check as required by Host until any and all amounts owed by Concessionaire under this Sublease are brought current and maintained current for an uninterrupted period of sixty (60) days. Concessionaire's payment of any Rent or Additional Rent due hereunder with a check that is returned, unpaid, for any reason by Concessionaire's bank, after Concessionaire has previously made three (3) such payments at any time during the term of this Sublease shall constitute an Event of Default, with no cure period. Concessionaire shall be charged a thirty-five dollar (\$35.00) fee per returned check to offset the related administrative costs to Host. The fee is intended as a reasonable estimate of such costs and is subject to change by Host.

10.09. Administrative Charge. In the event Concessionaire defaults in the performance of any obligation to be performed under this Sublease, including without limitation the securing and maintaining of any insurance or bond; the improving, remodeling, maintaining and repairing of the Premises; or paying utilities; then Host shall have the right, but not the obligation, to perform such obligation on behalf of Concessionaire and Concessionaire shall, within ten (10) days of receipt of any invoice therefor, reimburse Host for the amount expended by Host in performing such obligation on behalf of Concessionaire plus an administrative charge of twenty percent (20%) of such amount. Concessionaire agrees that it shall pay and discharge all costs and expenses, including attorney fees, expended by Host in collection of any delinquent amounts due hereunder, including administrative and service charges.

10.10. Books, Records and Audits. Except as expressly modified herein, the provisions of the Lease with respect to financial statements and the certification thereof; maintenance of, access to, and retention of books and records; and rights to audit and adjustments, charges and penalties in respect to audits are incorporated herein and shall apply under this Sublease as between Concessionaire and Host in the same manner as they apply under the Lease as between Host and Lessor.

11. Taxes, Assessments and Liens. The provisions of the Lease with respect to taxes, assessments and liens shall apply under this Sublease as between Concessionaire and Host in the same manner as they apply under the Lease as between Host and Lessor. Notwithstanding the foregoing, all real and personal property taxes assessed upon the Premises and/or any furniture, fixtures and equipment thereon, by any government authority, agency or entity, together with any sales taxes payable on Concessionaire's Rent and/or the remittance of sales tax collected from customers, shall be the sole responsibility and liability of Concessionaire. The proration method of any real property taxes due by Concessionaire shall be decided and calculated by Host. Concessionaire shall not allow any liens to attach to the Premises or to its leasehold interest.

12. Improvements.

12.01. Acceptance of Premises "AS IS". Concessionaire shall inspect the Premises before commencement of Concessionaire's construction, improvement and/or operation of the Premises. Host shall have no obligation to make any alterations, additions or improvements of any nature to the Premises. Concessionaire acknowledges that Host has not made nor will make any warranties to Concessionaire with respect to the quality of construction of any leasehold improvements or tenant finish within the Premises or as to the condition of the Premises, whether express, statutory, implied or otherwise, and that Host expressly disclaims any implied warranty that the Premises are or will be suitable for Concessionaire's intended commercial purposes. By virtue of the occupancy by Concessionaire or Concessionaire's contractors of the Premises, Concessionaire shall be deemed to have accepted the non-structural components of the Premises AS IS and WITH ALL FAULTS both as between Host and Concessionaire and Lessor and Concessionaire.

12.02. Improvement of the Premises. Improvement of the Premises, including any work in connection with demolition, extension to the Premises and hook-up of utilities and fire prevention or retardant systems, installation of leasehold improvements, fixtures, equipment, decorations, furnishings, and signs at or on the Premises (sometimes referred to as "improvement of the Premises") will be entirely accomplished by Concessionaire at Concessionaire's expense and is subject in all respects to the approval of Host and Lessor. Without limiting the foregoing, Concessionaire shall expend a minimum of four hundred fifty dollars (\$450.00) per square foot on improvement of the Premises. This initial capital expenditure does not include any cost for temporary facilities used during improvement of the Premises, or any architectural or engineering fees. Should Concessionaire not spend \$450 per square foot of the Premises for the initial capital investment for the Improvement of the Premises, Concessionaire shall remit the unspent balance to Host within three (3) months of the commencement of the Primary Term. Host and/or Lessor may conduct an audit of Concessionaire's initial capital investment expenditures.

12.03. Plans and Specifications. Prior to the commencement of Concessionaire's initial improvement of the Premises or any subsequent refurbishment, remodeling or improvement of the Premises, Concessionaire shall submit two (2) sets of detailed plans and specifications, including estimated project costs, to Host's General Manager at the Airport for approval and for forwarding to Lessor for approval. Such plans and specifications and other required information and materials shall be prepared and submitted in conformity with any policies and procedures of Lessor. In addition, Concessionaire shall submit at the same time one (1) set of its plans and specifications to Project Director, Phoenix Sky Harbor Airport, Host International, Inc., 6905 Rockledge Drive, Bethesda, Maryland 20817. All plans and specifications shall be prepared by design professionals licensed to perform such design in the State of Arizona.

Concessionaire shall include with its plans and specifications schematic renderings of the Premises, materials, color board(s) and a detailed layout of Concessionaire's proposed overall merchandising plan. Approval will extend to and include but not be limited to architectural and aesthetic matters. Lessor and Host reserve the right to reject any designs submitted and to require Concessionaire to resubmit designs and layout proposals until they meet with approval of Lessor and Host.

In the event of disapproval of any portion of the plans and specifications or other submitted materials, Concessionaire will promptly submit necessary modifications and revisions thereof. After approval, no changes or alterations will be made in said plans, specifications or other materials. Concessionaire shall submit to Lessor and Host the construction cost bids it receives for improvement of the Premises for Lessor's and Host's review and approval prior to commencement of the work. Concessionaire shall be responsible to ensure that construction activities are closed off from the public view by an attractive, painted barrier, with attractive, easy to read signs explaining the construction, as approved in advance by Lessor and Host.

No approval of plans, specifications or other documents by Lessor or Host shall relieve Concessionaire of the entire responsibility for compliance of such documents and the construction performed pursuant thereto with all applicable codes, laws and regulations, all requirements of building permits, and all standards of design and construction applicable in the Airport.

12.04. Quality of Materials. All finishes, furnishings, fixtures, signage, decor and equipment shall be of excellent quality and, without limiting the foregoing, at least comparable in quality to Concessionaire's other stores in the Phoenix metropolitan area.

12.05. Concessionaire's Construction. Promptly after approval of Concessionaire's plans, Concessionaire shall cause all necessary demolition, and shall construct and install all the approved improvements of the Premises at no expense to the Lessor or Host, and shall open the Premises to the public for business by or before the Rent Commencement Date.

12.06. As-Builts. Concessionaire shall be responsible for submitting architectural as-built drawings to Lessor and Host within ninety (90) calendar days after substantial completion of Concessionaire's initial improvement and any subsequent leasehold improvement of the Premises, and Concessionaire shall be subject to a fine of one hundred dollars (\$100.⁰⁰) per day for each day of delinquency in providing such drawings. The as-built drawings shall include two (2) sets on reproducible mylar, as well as one (1) set on computer disk in AutoCAD (release 12 or higher), prepared in accordance with Host's layering standards and naming conventions (which standards and conventions are available from Host).

12.07. Delay in Delivery of Possession. In the event that Host shall not have delivered possession of the Premises to Concessionaire in a timely manner, because of delays by Lessor in completing its work, labor disruptions, war, insurrection, governmental restrictions, fire, flood, storm, earthquake or any other cause not reasonably within the control of Host, the time for delivery of possession may be extended and the period calculated for any fines or fees shall be tolled, to the extent permitted by Lessor.

12.08. Certified Construction Costs. Within sixty (60) days after completion of any construction or renovation, Concessionaire shall provide Host with a certified statement ("Certified Construction Costs") setting out the actual total cost of such construction, installation, furnishing, fixturing, and equipping by Concessionaire. This statement shall be signed by Concessionaire's chief financial officer. Without limiting any remedy herein, Concessionaire

shall be subject to a one hundred dollar (\$100.00) per day late fee for each day a certified construction costs statement is late.

13. Title. As between Host and Concessionaire, title to all Leasehold Improvements (as defined in the Lease) shall vest in Host at the expiration or earlier termination of the Sublease. Subject to the terms of the Lease with respect to the removal of property from the Premises, all Trade Fixtures (as defined in the Lease), signs and other personal property at the Premises shall be the property of Concessionaire so long as the removal of such Trade Fixtures, signs and personal property does not result in material damage to the Premises that cannot be repaired to Host's satisfaction. In the event of dispute as to the affixed or non-affixed nature of any improvements or trade fixture, Lessor and Host's determination shall be final.

14. Utilities. Concessionaire shall be solely responsible for paying for all of the utilities used in the Premises. In the event that said utilities are not metered to the Premises and billed directly to Concessionaire by the provider thereof, Host shall make a reasonable assessment as to Concessionaire's consumption of said utilities and shall invoice Concessionaire accordingly subject to the terms of the Lease. All such invoices are to be paid by Concessionaire within ten (10) days of receipt thereof.

15. Repairs and Maintenance. Concessionaire shall repair and maintain the Premises in accordance with the terms of the Lease. In no event will Host have any liability to Concessionaire for any damage or inconvenience which may arise through any maintenance, repairs or other alteration of any part of the Airport (whether or not including all or any part of the Premises) except as caused by Host's gross negligence or willful misconduct. Concessionaire shall maintain and repair the Premises in good condition and shall be responsible for any damage caused by Concessionaire or its employees, agents, contractors, licensees and invitees. Concessionaire hereby acknowledges and agrees that the only services and amenities to which it is entitled under this Sublease and which are included and paid for by the monthly rentals to be made by Concessionaire hereunder are those services and amenities to which Host is entitled under the Lease as they apply to the Premises (subject to all of the terms, provisions, restrictions and conditions imposed by the Lease). Host shall in no event be liable to Concessionaire for Lessor's or Host's failure to provide any such services or amenities, nor shall any such failure be construed as a breach hereof by Host or an eviction of Concessionaire or entitle Concessionaire to an abatement of any of the Rent or Additional Rent due under this Sublease.

16. Remodeling and Alterations. Concessionaire shall cause no improvement, refurbishment, alterations, or remodeling of the Premises, or any portion thereof, without the prior written consent of Host and, to the extent required by the Lease, the prior written consent of Lessor.

17. Signage and Advertising.

17.01. Definition of Signs. For purposes of this Sublease, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising or promotions for

product offerings, photographs, art displays, counter displays, brand name logos, and the like.

17.02. Right to Install. Concessionaire shall have the right to install and operate, within the Premises at Concessionaire's sole cost and expense, signs containing its name, and representing its business, as well as Concessionaire's standard promotional material. Concessionaire acknowledges the Lessor's desire to maintain a high level of aesthetic quality in the Airport and in all concession facilities. Concessionaire may install professionally prepared signs in the interior of Premises that are the same as signs used in Concessionaire's other stores. Concessionaire shall immediately remove or modify any signs to which Host or Lessor objects.

17.03. Prohibitions. Neon, flashing, handwritten, or hand lettered signs are prohibited.

17.04. Signs and Fixtures Outside Premises. Concessionaire shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Premises without the prior written approval of Host, and to the extent required by the Lease, the prior written consent of Lessor.

17.05. Removal of Signs. Upon the termination of this Sublease, Concessionaire shall, if requested by Host, remove any and all identification signs and similar devices placed by Concessionaire on or in the Premises. If Concessionaire fails to do so, Host may perform such work and, upon demand, Concessionaire shall pay to Host the cost thereof, plus fifteen percent (15%).

18. Indemnity, Release, Insurance, and Bonds. For purposes of this Section, the term "Concessionaire" shall be inclusive of its successors and assigns; and the term "Indemnified Parties" shall mean Host and Lessor, their predecessors, successors and assigns, and the directors, officers, agents and employees of each of them.

18.01. Indemnity. Concessionaire shall defend, indemnify and hold harmless the Indemnified Parties, from and against any and all liability for injuries to or deaths of persons or damage to property, howsoever caused, arising directly or indirectly from Concessionaire's operation, use or improvement of the Premises and/or Concessionaire's failure to comply with all applicable federal, state and local laws, ordinances, rules and regulations. Concessionaire covenants and warrants that it and all of its agents, servants, employees, and contractors will use due care and diligence in all of their activities and operations authorized by this Sublease.

18.02. Release. Concessionaire hereby releases, relinquishes and discharges the Indemnified Parties from and against: (i) any and all liabilities, lawsuits, causes of action, losses, claims, judgments, damages, fines or demands arising by reason of or in connection with the actual or alleged errors, omissions, or negligent acts, whether in contract or tort, of Concessionaire or the Indemnified Parties relating to this Sublease or to the activities of Concessionaire at the Premises or elsewhere at the Airport and/or Concessionaire's failure to comply with all applicable federal, state and local laws, ordinances, rules and regulations; and (ii) any and all costs for the investigation and defense of any and all liabilities, lawsuits, causes of action, losses, claims,

judgments, damages, fines or demands referred to in the preceding clause (i) including, but not limited to, attorney fees, court costs, discovery costs, and expert fees. Concessionaire's obligations under this Section expressly extend to the actual or alleged joint or concurrent negligence of the Indemnified Parties.

18.03. Notice and Tender of Claims. Upon the filing or presentation of any type of claim, cause of action, or lawsuit against the Indemnified Parties for any type of damages arising out of incidents for which Concessionaire may be liable pursuant to the preceding paragraph, the Indemnified Parties shall notify Concessionaire of such claim, cause of action, or lawsuit. In the event that Concessionaire does not settle or compromise such claim, cause of action, or lawsuit at its own cost, then Concessionaire shall undertake the legal defense of any such claim, cause of action, or lawsuit at its own cost both on behalf of itself and on behalf of the Indemnified Parties until final disposition, including all appeals. The Indemnified Parties may participate in the legal defense of any such claim, cause of action, or lawsuit and in the selection of counsel by Concessionaire to defend against such claim, cause of action or lawsuit. Any final judgment rendered against the Indemnified Parties for any cause for which Concessionaire is liable hereunder shall be conclusive against Concessionaire as to liability and amount upon the expiration of the time for all appeals.

18.04. Insurance. It is understood that the insurance coverages and limits required of Concessionaire hereunder are designed to meet the minimum requirements of Lessor, and are not a recommended insurance program for Concessionaire. Concessionaire alone shall be responsible for the sufficiency of its own insurance program. With no intent to limit Concessionaire's liability or the indemnification provisions set forth herein, Concessionaire shall procure and maintain during the Term of this Sublease the following insurance:

A. Workers' Compensation and Employers' Liability Insurance. Workers' compensation in the amounts and forms required by law. Employers' liability insurance in amounts not less than one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) disease-each employee, and five hundred thousand dollars (\$500,000.00) disease-policy limit.

B. Comprehensive General Liability Insurance. The policy or policies providing Comprehensive general liability insurance coverage shall include Premises, products and contractual liability including, but not limited to, the indemnification obligation assumed by Concessionaire hereunder and personal injury and property damage coverage. Said policy or policies shall cover loss or liability for damages in amounts not less than, five million dollars (\$5,000,000.00) for each occurrence for bodily injury, death or property damage occurring by reason of Concessionaire's operations in, on or about the Premises or the Airport, five million dollars (\$5,000,000.00) general aggregate, five million dollars (\$5,000,000.00) products-completed operations aggregate, five million dollars (\$5,000,000.00) personal and advertising injury, and one hundred thousand dollars (\$100,000.00) fire damage. Such insurance shall be subject to increase in the amount of coverage as required hereafter by Lessor or Host. Host and Lessor shall be named as Additional Insureds on this policy.

C. Automobile Insurance. Automobile liability insurance covering owned, hired and non-owned vehicles used in connection with the Premises, in an amount not less than five million dollars (\$5,000,000.00) combined single limit automobile liability.

D. Extended Coverage Insurance. Extended coverage insurance, or "all risk" coverage, including fire and lightning, vandalism and malicious mischief, excluding coverage for earthquake but including coverage for flood debris removal. Said extended coverage insurance shall cover all structural or other improvements installed by Host or Concessionaire in the Premises and all leasehold improvements, fixtures, furnishings, equipment and decorations kept, furnished or installed by Concessionaire or Host in the Premises. Such insurance shall be in an amount equal to the full replacement value of all such items with the policy or policies containing a loss payable endorsement in favor of Concessionaire, Host and Lessor as their respective interests may appear.

E. Builder's Risk Insurance. Builder's risk insurance, in the event that Concessionaire undertakes any construction responsibilities with respect to the Premises, in a form and amount as may reasonably be required by Host.

F. Liquor Liability Insurance. If applicable, Liquor Liability Insurance in such amount and providing such coverage as required by law and/or Lessor.

G. Excess or Umbrella Coverage. In addition to the primary coverages listed above, the Concessionaire will maintain an umbrella or excess liability policy in the amount of five million dollars (\$5,000,000.00).

Concessionaire shall furnish certificates from the insurance carrier or carriers showing the aforesaid insurance policies to be in full force and effect during the term of this Sublease. Each such policy and certificate shall contain a provision or endorsement that the policy may not be canceled, terminated or materially modified without giving at least sixty (60) days prior written notice thereof to Host and Lessor. The foregoing insurance requirements do not limit Concessionaire's liability or indemnification responsibilities set forth elsewhere in this Section.

18.05. Bonds.

A. Faithful Performance Bond. Prior to Host's delivery of the Premises to Concessionaire, Concessionaire shall, at its own expense, deliver a surety bond ("Bond"), in the penal sum of \$38,675 [equal to 3 mos. MAG], naming Host as obligee, to: Host International, Inc., 6905 Rockledge Drive, Law Dept., 7th Floor, Bethesda, Maryland 20817, Attn: General Counsel. A copy of said Bond shall be delivered to Host International, Inc., Phoenix Sky Harbor International Airport, Attn: General Manager.

The Bond shall be kept in full force and effect during the Term to ensure the faithful performance by Concessionaire of all the covenants, terms and conditions of this Sublease, including without limitation the payment of all Rent. After the end of each full or partial Sublease Year, Host shall

review the Bond amount and Concessionaire shall, as required by Host, adjust the amount to the greater of (i) the then-current amount or (ii) the equivalent of the average three-month's Percentage Rent during the immediately preceding Sublease Year; provided that the amount shall never be less than \$38,675. The Bond shall be issued by a surety company approved by Host and shall be in such form as approved by Host. The surety company issuing the Bonds shall give Host notice in writing by registered mail at least sixty (60) days prior to an anniversary date of its intention not to renew the Bonds.

In lieu of the Bond, Concessionaire may provide Host with an irrevocable letter of credit ("Letter of Credit") from a commercial bank in an amount equal to the penal sum of the Bond, subject to the same requirements as a Bond as set forth herein. If Concessionaire chooses to provide such a Letter of Credit in lieu of the Bond, such Letter of Credit must be drawn on a bank acceptable to Host and must be in a form acceptable to Host.

B. Construction / Labor & Material Payment Bond. In the event that Concessionaire undertakes any construction responsibilities with respect to the Premises, Concessionaire shall provide Host with performance and payment bonds in the forms and amounts as may reasonably be required by Host and/or Lessor.

19. Damage or Destruction to Premises. The provisions of the Lease with respect to damage or destruction of the Premises are incorporated herein and shall apply under this Sublease as between Host and Concessionaire in the same manner as they apply under the Lease as between Lessor and Host.

20. Events of Default and Remedies.

20.01. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default.

A. Concessionaire's cessation of operations at or abandonment of the Premises for a period of three (3) or more consecutive calendar days.

B. Concessionaire's assignment, sublease or transfer of this Sublease, in whole or in part, voluntarily or involuntarily, other than in accordance with the terms hereof.

C. Concessionaire's failure to make any payment of Rent or Additional Rent due hereunder, as and when due, if such failure shall continue for a period of ten (10) days after written notice from Host to Concessionaire.

D. Concessionaire's failure to make any payment of Rent or Additional Rent, as and when due, without the need of any notice to Concessionaire if within the previous twelve (12) months Host has already given two notices specifying a failure by Concessionaire to make such payments regardless of whether Concessionaire has cured such previous failures to make such payments.

E. Concessionaire's payment of any Rent or Additional Rent due hereunder with a check that is returned, unpaid, for any reason by Concessionaire's bank, after Concessionaire has previously made three (3) such payments at any time during the term of this Sublease, such default having no cure period.

F. Concessionaire's failure to perform any non-monetary obligations, if such failure shall continue beyond the Specified Cure Period (as defined below). If there is no Specified Cure Period for a failure to perform a particular non-monetary obligation, then the cure period for such a failure shall be the lesser of: a) twenty (20) days after written notice thereof specifying the non-monetary obligation not performed; or b) one half (½) of the applicable cure period set forth in the Lease, it being understood and agreed that Host shall be entitled to exercise its rights as against Concessionaire hereunder prior to the time that Lessor is entitled to act as against Host with respect to performance of said non-monetary obligation; provided that if the nature of such default is such that the same cannot reasonably be cured within the applicable cure period, Concessionaire shall not, subject to prior approval of Lessor, be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure said default with due diligence. . Notwithstanding the foregoing, there shall be no cure allowed in the event of certain expressly identified or repeated defaults as set forth herein.

G. Concessionaire's (i) application for, consent to, or suffering of the appointment of a receiver, trustee or liquidator for all or for a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) admitting in writing its inability to pay its debts or its willingness to be adjudged a bankrupt; (iv) becoming unable to or failing to pay its debts as they mature; (v) being adjudged a bankrupt; (vi) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within ninety (90) days of such filing); or (vii) permitting to continue unstayed and in effect for ten (10) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Concessionaire's assets or of Concessionaire's interest in this Sublease and/or the Premises.

H. Concessionaire's failure to make any payments as and when such become due (without the need of any notice to Concessionaire) on i) any loan or note from Host, its parent, subsidiaries, affiliates, successors and/or assigns; or, ii) any loan or note which is guaranteed by Host, Host's parent, subsidiaries, affiliates, successors and/or assigns.

I. Concessionaire's commission or omission of any act which constitutes an event of default under the Lease.

J. The commission or omission by Concessionaire of any act which constitutes an event of default under any other agreement which Concessionaire has with Host, Host's parent, subsidiaries, affiliates, successors and/or assigns, including without limitation any other subleases under which Concessionaire operates at this and/or other Host locations. For the purposes of this Section 20.01(J), "Concessionaire" includes Concessionaire, or its parent, subsidiaries, affiliates, successors and/or assigns.

K. Concessionaire's commission or omission of any act which constitutes an event of default under any other agreement which it has with any third party which is necessary for Concessionaire to fulfill its obligations under this Sublease, including without limitation any franchise or license agreement under which it operates its business at the Premises.

L. Concessionaire's failure to remain duly certified as an ACDBE for any reason whatsoever, and such failure is not cured within thirty (30) days' notice from Host; and/or Concessionaire's failure to fulfill any of the requirements herein necessary to maintain and/or prove its on-going ACDBE certification including but not limited to (i) apply for recertification of its ACDBE status, submit its Annual Update affidavit and obtain its Annual Update approval letter from the certifying entity and/or provide a copy of its Annual Update approval letter to Host, all in such time and manner as set forth herein, such failures having no cure period; except that Concessionaire's failure to maintain its ACDBE certification solely by reason of failing the Personal Net Worth or Size Standards, as defined by Participation by Disadvantaged Business Enterprises in Airport Concessions, 49 CFR Part 23, shall not be a default hereunder during the term of this Sublease, excluding any subsequent extensions of the term.

M. Concessionaire's failure to maintain any license or franchise agreement pertaining to Concessionaire's operations at the Premises.

N. Concessionaire's failure to comply with the Performance Standards beyond the specified cure period (the "Specified Cure Period"). For each such Event of Default, there shall be certain limits on the number of times in a twelve month period that Concessionaire shall be entitled to cure such (the "Limit on Right to Cure"). If Concessionaire does not cure an Event of Default within its Specified Cure Period or if Concessionaire exceeds the Limit on Right to Cure for any such Event of Default, Host shall be entitled to all remedies against Concessionaire as such may arise hereunder or by operation of law. The Specified Cure Period and Limit on Right to Cure for each Event of Default related to Concessionaire's failure to comply with the Performance Standards are as follows:

1) Hours of Operation. Failure to comply with the requirements regarding hours of operation shall constitute an Event of Default. Specified Cure Period is twenty-four (24) hours. The Limit on Right to Cure is two (2) events of default in any consecutive twelve (12) month period.

2) Refurbishment of Premises. Failure to comply with the requirements regarding refurbishment of premises shall constitute an Event of Default. The Specified Cure Period is thirty (30) days. There shall be no Limit on Right to Cure such events of default.

3) Maintenance and Repair. Failure to comply with the requirements regarding maintenance and repair shall constitute an Event of Default. The Specified Cure Period is fifteen (15) days. The Limit on Right to Cure is two (2) events of default in any consecutive twelve (12) month period.

4) Operation of the Premises. Failure to comply with the requirements regarding operation of the Premises shall constitute an Event of Default. The Specified Cure Period is

three (3) days. The Limit on Right to Cure is two (2) events of default in any consecutive twelve (12) month period.

5) Personnel. Failure to comply with the requirements regarding personnel shall constitute an Event of Default. The Specified Cure Period is five (5) days. The Limit on Right to Cure is three (3) events of default in any consecutive twelve (12) month period.

6) Service, Marketing, Advertising and Promotion Initiatives. Failure to comply with any requirements regarding service, marketing, advertising and promotion initiatives shall constitute an Event of Default. The Specified Cure Period is five (5) days. The Limit on Right to Cure is one (1) Event of Default in any consecutive twelve (12) month period.

20.02. Remedies. Upon the occurrence of any uncured Event of Default, in addition to any remedies which Host may otherwise have at law or in equity, Host may exercise the following remedies at its sole option:

A. Termination. Host may terminate Concessionaire's right to possession of the Premises by any lawful means, in which case this Sublease shall terminate and Concessionaire shall immediately surrender possession of the Premises to Host. In such event Host shall be entitled to recover from Concessionaire: (i) the worth at the time of award of the unpaid Rent and Additional Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent and Additional Rent which would have been earned after termination until the time of award exceeds the amount of such loss that Concessionaire proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent and Additional Rent for the balance of the term after the time of award exceeds the amount of such loss that Concessionaire proves could have been reasonably avoided; and (iv) any other reasonable amount necessary to compensate Host for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorney's fees, and any other reasonable costs. The "worth at the time of award" of the amounts referred to in subparts (i) and (ii) above shall be computed by allowing interest at ten percent (10%) per annum from the dates such amounts accrued to Host. The worth at the time of award of the amount referred to in subpart (iii) above shall be computed by discounting such amount at one (1) percentage point above the discount rate of the Federal Reserve Bank of New York at the time of award.

B. Reletting or Assumption of Operation by Host. Without terminating or effecting a forfeiture of this Sublease or otherwise relieving Concessionaire of any obligation hereunder in the absence of express written notice of Host's election to do so, Host may: i) relet the Premises or any portion thereof at any time or from time to time and for such terms and upon such conditions and rental as Host in its sole discretion may deem proper; or ii) assume operation of the Premises itself and for its own account. Whether or not the Premises are relet or used by Host, Concessionaire shall pay to Host all amounts required of Concessionaire hereunder up to the date

that Host terminates Concessionaire's right to possession of the Premises. Such payments by Concessionaire shall be due at the times provided in this Sublease, and Host need not wait until the termination of this Sublease to recover them by legal action or otherwise. If Host relets or assumes operation of the Premises or any portion thereof, such reletting or assumption shall not relieve Concessionaire of any obligation hereunder, except that Host shall apply the proceeds actually collected by it from such reletting against amounts due from Concessionaire hereunder to the extent such proceeds compensate Host for non-performance of any obligation of Concessionaire hereunder. Host may execute any Sublease made pursuant hereto in its own name, and the sublessee thereunder shall be under no obligation to see to the application by Host of any proceeds to Concessionaire, nor shall Concessionaire have any right to collect any such proceeds. Host shall not by any re-entry or other act be deemed to have accepted any surrender by Concessionaire of the Premises or Concessionaire's interest therein, or be deemed to have terminated this Sublease, or to have relieved Concessionaire of any obligation hereunder, unless Host shall have given Concessionaire express written notice of Host's election to do so.

C. Liquidated Damages. Without prejudice to any other remedy to which Host may avail itself in the event of any Event of Default, Host may collect agreed upon liquidated damages from Concessionaire, which Concessionaire shall pay upon receipt of written demand therefor, in an amount of TWO HUNDRED DOLLARS (\$200.⁰⁰) for the first occurrence and in the amount of FIVE HUNDRED DOLLARS (\$500.⁰⁰) for any subsequent occurrence in the event that: (i) Concessionaire shall fail to comply with the requirements regarding hours of operation; (ii) Concessionaire shall fail to comply with the requirements regarding refurbishment of the Premises; (iii) Concessionaire shall fail to comply with the requirements regarding maintenance and repair of the Premises; (iv) Concessionaire shall fail to comply with the requirements regarding operation of the Premises; (v) Concessionaire shall fail to comply with the requirements regarding personnel; or (vi) Concessionaire shall fail to comply with the requirements regarding service, marketing, advertising and promotion initiatives.

Without limiting the foregoing, all liquidated damages and remedies in the Lease are applicable to this Sublease.

20.03. No Obligation or Liability of Host. Host shall be under no obligation to observe or perform any covenant of this Sublease on its part to be observed or performed which accrues after the date of any default by Concessionaire hereunder. If Host elects to re-enter the Premises in the event of a default by Concessionaire, Host shall not be liable for any damages by reason of such re-entry.

20.04. Rent During Unlawful Detainer. In any action for recovery of the Premises commenced by Host against Concessionaire by reason of any default hereunder, the reasonable rental value of the Premises for the period of such action shall be deemed to be the amount of Rent, Additional Rent and other charges or payments to be made by Concessionaire under this Sublease for such period.

20.05. Cumulative Rights. The rights and remedies reserved to Host hereunder, including

those not specifically described, shall be cumulative. Host may pursue any or all of such rights and remedies at the same time or separately.

20.06. Impact of Termination. The termination of this Sublease shall not relieve Concessionaire of any of its liabilities or obligations hereunder.

21. Suspension, Abatement or Termination. Any suspension, abatement or termination of the Lease pursuant to its terms shall cause a like suspension, abatement or termination of this Sublease.

22. Cessation of Subletting.

22.01. Surrender of Premises. Concessionaire shall yield and deliver peaceably to Host possession of the Premises on the date of the cessation of the subletting, whether such cessation be by termination, expiration or otherwise. The Premises shall be left by Concessionaire in the condition required by the Lease.

22.02. Removal of Property. Subject to the provisions of the Lease, Concessionaire shall cause the immediate removal of all fixtures, equipment, decor, furnishings and signage from the Premises at the cessation of the subletting, and shall surrender the Premises in clean and sightly condition with any damage resulting from the removal of Concessionaire's property having been repaired. Concessionaire shall be liable to Host for Host's costs, plus a twenty percent (20%) administrative fee, for the disposal of any of Concessionaire's personal property and for the repair and restoration of the Premises if Concessionaire fails to perform such activities prior to cessation of the letting. Host will retain Concessionaire's faithful performance bond or other security instrument until such time as all covenants, terms and conditions herein are performed and all keys to the Premises are delivered to Host by Concessionaire and Host determines that the Premises are clean, sightly, and in good repair.

22.03. Host Not Liable. Host shall not be obligated to store, remove or dispose of Concessionaire's personal property. If any of Concessionaire's personal property is damaged, lost or stolen as a result of Host's storage, removal or disposal thereof, or as a result of Host's refusal to so store, remove or dispose of Concessionaire's personal property, Concessionaire shall hold Host harmless and shall not pursue any claim against Host for any damages caused thereby.

22.04. Holding Over. In the event of any unauthorized holding over by Concessionaire after the expiration or termination of this Sublease, Concessionaire shall pay as liquidated damages two hundred percent (200%) times the amount of all Rent and Additional Rent which was payable by Concessionaire immediately prior to such expiration or termination, prorated on a daily basis for the entire holdover period. In the event of any unauthorized holding over, Concessionaire shall also indemnify Host against all claims for damages by Lessor or by any other tenant to whom Host may have subleased all or any part of the Premises effective upon the expiration or termination of this Sublease. Any such holding over, without Host's prior written consent, shall create only a tenancy at sufferance relationship with Concessionaire and shall not operate to renew or extend

this Sublease for any period of time. Any holding over with Host's prior written consent shall create a month-to-month tenancy.

23. Public Use and Nondiscrimination.

23.01. Nondiscrimination. Concessionaire shall comply with all federal, state, and local laws, rules and regulations relating to nondiscrimination against employees, applicants for employment, customers, subcontractors, employees and agents of Concessionaire, Host, Lessor, and other users of the Airport.

A. Assurances.

1. Concessionaire shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

2. Concessionaire shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Concessionaire may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers subject to the approval of Lessor and Host. Non-compliance with this requirement shall be a material breach of this Sublease for which the Lessor or Host shall have the right to terminate this Sublease and any estate created herewith, without liability therefor; or, at the election of the Lessor, Host or the United States, either or both of said Governments shall have the right to judicially enforce said requirement.

3. Concessionaire warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Concessionaire to the general public. Concessionaire further warrants that it will comply with all pertinent statutes, Executive Orders, and rules promulgated thereunder, to assure that no person is excluded on the grounds of race, creed, color, national origin, sex, age, or handicap.

4. As a part of the consideration for this Sublease, Concessionaire does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations exist and may be amended from time-to-time. This Covenant is hereby made a covenant running with the land for the term of the Sublease, and is judicially enforceable by the United States.

5. As a part of the consideration of the Sublease, Concessionaire does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and that the Concessionaire shall use the Premises in accordance with all other requirements imposed pursuant to 49 C.F.R. Part 21, as it may be amended. This Covenant is hereby made a covenant running with the land for the term of the Sublease, and is judicially enforceable by the United States.

6. The foregoing discrimination covenants are a material part of this Sublease and for breach thereof the Lessor or Host shall have the right to terminate this Sublease and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Sublease had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

7. Concessionaire agrees the foregoing six provisions shall be incorporated into any contract related to its operations at the Premises.

B. City of Phoenix Equal Employment Opportunity Requirement. The Concessionaire and/or any supplier in performing under this Sublease shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability nor otherwise commit an unfair employment practice. The Concessionaire and/or will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Concessionaire and/or supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Concessionaire agrees this clause shall be incorporated into any contract related to its operations at the Premises.

C. Disadvantaged Business Enterprise Requirements.

1. To the extent that this Sublease is covered by 49 CFR Part 26, Concessionaire agrees that this Sublease is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 26. The Concessionaire shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Sublease. The Concessionaire shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Concessionaire to carry out these requirements is a material breach of this Sublease, which may result in the termination of this Sublease or such other remedy as the recipient deems appropriate. Concessionaire agrees to include the foregoing statement in any contract it enters related to its operations at the premises and cause those businesses to similarly include the statements in further agreements.

2. To the extent that the Sublease is covered by 49 CFR Part 23, the Concessionaire 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 Concessionaire agrees to include the above statements in any subsequent contracts covered by 49 CFR Part 23, that it enters related to its operations at the Premises and cause those businesses to similarly include the statements in further agreements.

D. Non-Discrimination Clause. Pursuant to the Lease, Concessionaire is subject to and the Sublease incorporates the following assurance, and Concessionaire shall likewise incorporate, verbatim, this assurance in any contract, agreement or any other business arrangement executed by the Concessionaire related to its operations at the Premises:

“The contractor, subcontractor, or sub recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract and/or any other such remedy as the City [of Phoenix] deems appropriate.”

23.02 Right to Amend. In the event that the Federal Aviation Administration, or its successors, requires modifications or changes in this Sublease as a condition precedent to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Sublease as may be reasonably required to obtain such funds; provided, however, that in no event shall Concessionaire be required, pursuant to this paragraph, to agree to an increase in the rent or other charges provided for hereunder or to change in the use (provided it is an authorized use hereunder) to which Concessionaire has put the Premises.

24. Notices. All notices required to be given hereunder shall be in writing and given by certified mail or by overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

<i>To Host</i>	<i>To Concessionaire</i>
Host International, Inc. 6905 Rockledge Drive Law Dept., 7 th Floor Bethesda, Maryland 20817 Attn: General Counsel	Phoenix Airport Food Services, Inc. d/b/a New York Pizza Dept. 40 West Brown Road Mesa, AZ 85201 Attn: Nava Thuraisingam navasingam@msn.com

<i>To Host</i>	<i>To Concessionaire</i>
	Tele. 480-329-0149
<i>with a copy to:</i> Host International, Inc. Phoenix Sky Harbor International Airport Attn: General Manager	<i>with a copy to:</i> DiCarlo Caserta McKeighan & Phelps PLC 6900 East Camelback Road Suite 250 Scottsdale, AZ 85251 Attn: Jace McKeighan

In the event that delivery of notices to Concessionaire is unsuccessful notwithstanding good faith efforts on Host's behalf to deliver such notices in accordance with the foregoing, whether such results from Concessionaire's change of address without proper notice to Host, from Concessionaire's refusal to accept delivery of any notices, or from any other cause, reason or purpose whatsoever, Host may give notices to Concessionaire by delivery thereof to Concessionaire's on-site Manager or qualified supervisor required to be present at all times at the Premises pursuant to Section 6.09B (1) of this Sublease. The effective date of service of any notice given shall be the date on which the notice is received, or, in the event that initial delivery to Concessionaire is unsuccessful, then the date of service shall be the date on which the notice is delivered to the Premises.

25. Automatic Stay. Concessionaire hereby agrees that, to the extent permitted by law, in the event Concessionaire shall (1) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (2) be the subject of any order for relief issued under such Title 11 of the U.S. Code as amended, (3) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (4) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (5) be the subject of any order, judgment or decree entered by any court of competent jurisdiction, approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Host and/or Lessor shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to Host and/or Lessor as provided herein, and as otherwise provided by law.

26. Miscellaneous Provisions.

26.01. Exhibits. All Exhibits to this Sublease are hereby incorporated into and made a part of this Sublease.

26.02. Governing Law. This Sublease shall be governed by and construed under the laws of the State of Arizona.

26.03. Waiver. The failure of Host to insist upon the strict performance of any of the terms or provisions of this Sublease, or Host's failure or refusal to exercise any option, right or remedy contained herein, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by Host of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by Host. No delay or omission of Host to exercise any right or remedy shall be construed as a waiver by Host of any such right or remedy or of any default of Concessionaire. The acceptance by Host of Rent or Additional Rent shall not be a waiver of any preceding breach or default by Concessionaire of any provision hereof, other than the failure of Concessionaire to pay the particular Rent or Additional Rent accepted, regardless of Host's knowledge of such preceding breach or default at the time of acceptance of such Rent or Additional Rent payments, or a waiver of Host's right to exercise any remedy available to Host by virtue of such default.

26.04. Accord and Satisfaction. No payment by Concessionaire or acceptance by Host of a lesser amount than the Rent, Additional Rent and/or any other payments due hereunder shall be deemed to be in accord and satisfaction of the whole amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction of the whole amount due, and Host shall accept such check or payment without prejudice to Host's right to recover the balance of such amount due or to pursue any other remedy. Host may apply any partial sums received against any amounts due in its sole and absolute discretion.

26.05. Broker's Commission. Host and Concessionaire each warrant to the other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Sublease. Host and Concessionaire each agree to indemnify the other and defend and hold the other harmless from all liabilities arising from any claim by any broker or finder allegedly representing either of them, including, without limitation, the cost of attorneys' fees and costs in connection with the defense of such claim.

26.06. Authority. The parties represent and warrant that the officers executing this Sublease on behalf of their respective corporation, partnership or other entity are duly authorized to execute and deliver this Sublease on behalf of said corporation, partnership or other entity, and that this Sublease is binding upon said corporation, partnership or other entity in accordance with its terms.

26.07. Severability. If any portion of this Sublease shall be declared invalid by any law, order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter hereof, this Sublease shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on either party or constitute a substantial deviation from the general intent and purpose of the parties as reflected in this

Sublease.

26.08. Amendment. This Sublease may only be amended or modified by a written agreement signed by both parties.

26.09. Authorship. The terms of this Sublease have been fairly bargained for after careful consideration by the parties; therefore, this Sublease shall be enforced, interpreted and construed without regard to its authorship, and no inference shall be drawn by the parties or any third party including any court, by virtue of its authorship.

26.10. Certain Rules of Construction. Although certain references herein to Concessionaire's required acts hereunder omit to state that such shall be performed at Concessionaire's sole cost and expense, each and every such act shall be performed or fulfilled at Concessionaire's sole cost and expense unless expressly stated to the contrary. The headings of Sections are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Sections nor do they affect this Sublease in any manner. Each and every obligation, covenant, condition and restriction herein contained shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Host, and, subject to the restrictions hereof shall also inure to the benefit of and be binding upon and enforceable against any authorized assignee, transferee, sublessee or other successors in interest of Concessionaire. In this Sublease each of the neuter, feminine or masculine gender(s) includes the other or others, and the singular number includes the plural, wherever the context so requires. If more than one Concessionaire is named above, the obligation of each of such Concessionaires hereunder shall be and is joint and several. The word "including" as used in this Sublease shall not be used in an exclusive sense and instead shall have the meaning of "including without limitation."

26.11. Specific Performance. Nothing contained in this Sublease shall be construed as or shall have the effect of abridging the right of either party to obtain specific performance of any and all of the covenants or obligations of the other party under this Sublease.

26.12. Time. Time is of the essence of this Sublease.

26.13. Reference to Sections of the Lease. The express reference in this Sublease to certain sections of the Lease as applying to Host and Concessionaire herein does not imply that other sections of the Lease do not apply.

26.14. Force Majeure. Reasons of force majeure which excuse performance of Lessor or Host under the Lease shall similarly excuse the performance of Host or Concessionaire under this Sublease.

26.15. Quiet Enjoyment. Concessionaire, upon paying all Rent and Additional Rent provided for herein, and upon observing and keeping all of the covenants, conditions and provisions of this Sublease on its part to be observed and kept, shall lawfully and quietly hold,

occupy, and enjoy the Premises during the Term, without hindrance or molestation by or from anyone claiming by, through or under Host, subject to the terms of this Sublease and the Lease. The provisions of this Section and any and all other covenants of Host contained in this Sublease shall be binding upon Host and its successors only with respect to breaches occurring during its and their respective ownership of Host's interest hereunder.

26.16. Assignment by Host. Provided any assignee of Host assumes in writing all of Host's obligations under this Sublease and so notifies Concessionaire, Host may assign its interest in this Sublease during the term hereof and, thereafter, Host shall be released from all obligations and liability hereunder, provided that Host's assignee shall agree to recognize this Sublease and be bound by Host's obligations hereunder.

26.17. Exculpation. In the event of any default or breach by Host with respect to any of the terms, covenants and conditions of this Sublease to be observed and performed by Host, Concessionaire shall look solely to the estate and property of Host in the Premises for the collection of any sum of money on a judgment, or for the payment or expenditure of any money under any decree of specific performance, injunctive or other equitable relief, or under any other judicial process requiring performance by Host of any obligation under this Sublease. No other property or asset of Host, Host's agents, incorporators, shareholders, officers, directors, partners, principals (disclosed or undisclosed) or affiliates shall be subject to levy, execution or other enforcement procedure for the satisfaction of Concessionaire's remedies.

26.18. Unreasonable Withholding of Consent. Concessionaire hereby waives any claim against Host which it may have based upon any assertion that Host has unreasonably withheld or unreasonably delayed any consent, and Concessionaire agrees that its sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment. In the event of such a determination, the requested consent shall be deemed to have been granted. Concessionaire's sole remedy for Host's unreasonably withholding or delaying of consent shall be as provided in this Section.

26.19. Definition of Host. The term "Host" shall mean only the owner at the time in question of Host's present interest in the Premises and in the event of a sale or transfer of Host's interest in the Premises (by operation of law or otherwise), the transferor shall be and hereby is automatically and entirely released and discharged, from and after the date of such sale or transfer, of all liability in respect of the performance of any of the terms of this Sublease on the part of Host thereafter to be performed.

26.20. Estoppel Certificates. At any time and from time to time, upon not less than ten (10) days prior written demand by Host, Concessionaire shall execute, acknowledge and deliver to Host a written estoppel certificate(s) or affidavit(s) certifying or stating:

1. that the Sublease is unmodified and in full force and effect (or if there have been modifications, stating the nature of same);

2. the Rent Commencement Date and the Term Expiration Date;
3. the amount of Minimum Rent and the date to which the Minimum Rent has been paid by Concessionaire;
4. the amount of any Security Deposit;
5. whether or not to the best of knowledge of Concessionaire, Host is in default in the performance of any covenant, agreement or condition contained in this Sublease, and, if so, specifying each such default of which Concessionaire may have knowledge;
6. that Concessionaire has no right to setoff and no defense against payment of the Base Monthly Rent, stating the address to which notices to Concessionaire should be sent; and
7. such other matters as may reasonably be requested by Host.

Any such certificate delivered pursuant to this Section may be relied upon by Host, any financial institution or any assignee or prospective assignee of Host's interest in this Sublease. If Concessionaire fails to deliver the certificate within the five (5) days after Host's written demand therefor, Concessionaire by such failure shall irrevocably constitute and appoint Host as its attorney-in-fact to execute and deliver the certificate(s) to any third party.

26.21. Airport Variables. Passenger counts, passenger flows and other customer traffic are predominantly dependent upon airline schedules and gate utilization. Such may also be affected from time to time by construction undertaken by Lessor or its agent to improve the Airport. Also, FAA rules and regulations governing security and emergency situations may restrict access to the different terminal buildings of the Airport. Accordingly, Host makes no warranties, promises or representations as to the economic viability of the Premises and the business to be operated by Concessionaire thereon, and Concessionaire shall hold Host and Lessor harmless from and against any and all claims and/or damages which may arise from the foregoing variables.

26.22. Entire Agreement. This Sublease sets forth the entire agreement between the parties and there are no other agreements between the parties with respect to the terms of this Sublease, written or otherwise, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their duly authorized officers the day and year first above written.

HOST INTERNATIONAL, INC.

By: *Charles E. Powers*
Name: Charles E. Powers
Title: Vice President

WITNESS:

By: *Lois A. Sprinkle*
Name: Lois A. Sprinkle
Title: Sr. Contract Administrator

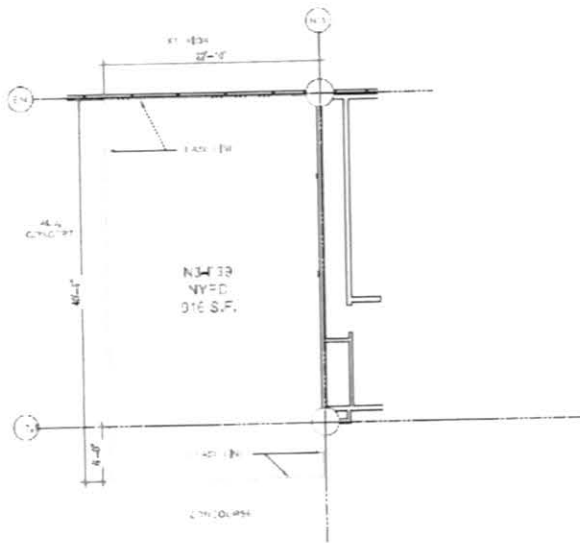
PHOENIX AIRPORT FOOD SERVICES, INC.
D/B/A NEW YORK PIZZA DEPT.

By: *Nava Thurasingam*
Name: NAVA THURASINGAM
Title: CEO

WITNESS:

By: *Kathy Goodrum*
Name: Kathy Goodrum
Title: General Manager

EXHIBIT "A" TO SUBLEASE
DESCRIPTION OR DEPICTION OF PREMISES



L.O.D. • NYPD • N34-39
 337 S.F.



DATE: 02/15/2011
 TIME: 1:37 PM
 USER: [unreadable]

F39-3

EXHIBIT "B" TO SUBLEASE
MENU LIST INCLUDING PRICES

PROPOSED SKY HARBOR MENU (1/10/11)



<u>MENU ITEM</u>	<u>PRICE</u>
PIZZA BY THE SLICE	
CHEESE	2.15
TOPPINGS	0.40 EACH
(PEPPERONI SAUSAGE, MUSHROOMS, OLIVES AND MORE)	
SPECIALTY SLICES	2.75
(BLANCA DA WORKS, BBQ CHICKEN, BROOKLYN FAMILY AND MORE)	

COMBOS: AVAILABLE M-F 11AM - 4PM

2 SLICES & DRINK	5.95
ANY SLICE &	
SM. HOUSE SALAD	5.25
SM. ASIAGO CAESAR	5.50
SM. GREEK SALAD	5.99
6 GARLIC KNOTS	3.99
6 WINGS	5.99
SM. SPECIALTY SALAD	7.25

<u>SALADS</u>	<u>SM.</u>	<u>LG.</u>
HOUSE	3.50	5.95
ASIAGO CAESAR	3.75	6.50
W/CHICKEN	3.75	9.50
CHELSEA CHOPPED	5.50	8.25
SPINACH SALAD	5.50	8.95
CRISPY SPINACH SALAD	7.50	10.95

HEROES & SANDWICHES-SERVED WITH PICKLE AND CHOICE OF PENNE PESTO SALAD OR CHIPS

TURKEY FOCACCIA	7.50
COLD CUT FOCACCIA	7.50
CHICKEN PARMIGIANA	7.25
MEATBALL PARMIGIANA	7.25

WINGS-HONEY BBQ, UPSTATE & HELL'S KITCHEN, SERVED W/CELERY & RANCH OR BLUE CHEESE DRESSING

6 WINGS	3.99
DZ. WINGS	7.95

GARLIC KNOTS-SERVED WITH MARINARA

6 KNOTS	1.99
W/CHEESE	2.49
DZ. KNOTS	3.75
W/CHEESE	4.75

CALZONES-SERVED W/MARINARA

PEPPERONI SAUSAGE & ONION	4.99
VEGGIES W/PESTO RICOTTA	5.25
CHICKEN & BROCCOLI	5.25

BEVERAGES

SOFT DRINKS	1.99
BOTTLED WATER	1.50
COFFEE	1.99

DESSERTS

NY CHEESECAKE	4.95
TIRAMISU	5.95
COOKIE	1.25

KIDS MENU

FIORIS FAMOUS PIZZA BITES	4.95
(BITE-SIZE PIZZA, SERVED WITH RANCH DRESSING, JUICE AND FRESHLY BAKED COOKIE)	

BREAKFAST:

CINNAMON KNOTS (6)	2.49
BREAKFAST FOCACCIA SANDWICHES	4.99
BREAKFAST PIZZA BY THE SLICE	3.49

ALCOHOL

<u>WINE</u>	<u>*6-8/glass</u>	<u>DOMESTIC</u>	<u>IMPORT</u>
DRAFT BEER		*3.75	*4.75
BOTTLED BEER		*3.75	*4.25

EXHIBIT "C" TO SUBLEASE

COPY OF LEASE

EXHIBIT "D" TO SUBLEASE

COMPLIANCE WITH ENVIRONMENT LAWS (EXHIBIT 7 TO LEASE)

EXHIBIT "E" TO SUBLEASE
ACDBE CERTIFICATE

		
Arizona Unified Certification Program		
This is to certify that PHOENIX AIRPORT FOOD SERVICES INC is a Certified Airport Concession Disadvantaged Business Enterprise (ACDBE) in the following specialty/activities: Airport Concession-Deli Certification Eligibility: July 31, 2010 to July 31, 2015 This certification is valid through the above date provided the firm meets the current performance standards and fulfills the annual update requirements to remain in good standing as a ACDBE		
 Joyce C. Grooms, Deputy Director City of Phoenix Equal Opportunity Department		Date: 8/2/10