**AIRPORTS - ATTACHMENT A**
**(Relocation/Termination)**

It is understood and agreed by Landlord and Tenant that major Airport modifications may take place during the Term. To facilitate the planning, design or construction of any such modifications, Prime Landlord may, pursuant to the terms of the Prime Lease, direct Landlord to vacate such portions of the Prime Leased Premises as is necessary. If Landlord shall give notice thereof to Tenant, Tenant shall promptly thereafter surrender possession of all or such portion of the Premises and for such period of time (including the remainder of the Term) as Landlord shall direct in its said notice. It is understood and agreed that there shall be no liability by the Prime Landlord or Landlord for any damages or loss of profits or cost by reason of such vacating of the Premises or removal or relocation of improvements or restoration of the Premises; provided, however, that, to the extent Prime Landlord reimburses Landlord for the unamortized cost of Tenant's work and provided that Tenant is not in monetary default hereunder beyond all applicable notice and cure periods, then Landlord shall reimburse Tenant for such unamortized cost. Notwithstanding anything to the contrary contained in this Section 21.28, if Prime Landlord determines that it would be desirable to relocate Tenant to new premises available in the Airport, then Prime Landlord and Landlord shall endeavor to identify such premises and if Prime Landlord elects to negotiate with respect to such new premises, then Landlord shall negotiate in good faith the amount, if any, of the Prime Landlord reimbursement for Tenant's reasonable moving expenses and so-called "tenant fit out allowance"; and Tenant shall negotiate in good faith the aforesaid amount and any other respected terms with respect to such new premises. Prime Landlord, Landlord and Tenant shall have no obligation to commit to such space until all parties resolve any relocation issues to their satisfaction. If the parties resolve these issues, then promptly thereafter they shall execute a writing confirming such shift to the new premises and such other agreements incident thereto as shall have been reached. If the parties do not so agree within thirty (30) days after Tenant first receives notice from Landlord of the aforesaid requirement to vacate the Premises, then Tenant shall be required to vacate the Premises as aforesaid and the Term of this Sublease shall terminate as of the date Tenant shall so vacate the Premises.

**TERMINATION OF SUBLEASE.** (a) The Authority has the right to obtain possession of all or any part of Landlord's leased premises under the Master Lease upon 60 days prior notice to Landlord, if the Authority, in its sole discretion, determines that efficient Airport operations require the use thereof. Therefore, the Authority has the right to notify Landlord and require Landlord to terminate this Sublease and Landlord has the right to so terminate this Sublease and require Tenant to fulfill its removal and surrender obligations hereunder. Landlord, upon as much prior notice in writing to Tenant as possible under the circumstances, may so terminate this Sublease. Tenant specifically acknowledges that this termination provision is a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Section 6.04, such termination and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord or the Authority including, without limitation: (i) any and all awards in the nature of land damages under all applicable laws, including, without limitation, the Uniform Relocation Assistance and Real Property Acquisition

Policies Act of 1970 (P.L. 91-646), as amended, and Massachusetts General Laws, Chapters 79 and 79A, and (ii) any and all rights under the terms of this Sublease, and (iii) incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. In the event of such termination, within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through to the effective date of such termination, Landlord shall pay to Tenant a sum equal to the unamortized investment of the Cost of Fixed Improvements in the amount reasonably approved by Landlord in accordance with the requirements set forth in Section 6.04(c) below and the Master Lease.

(b) If Landlord's leasehold interest is terminated by the Authority in accordance with the Authority's rights under the Master Lease, then, in such event, at the option of the Authority determined in its sole discretion: (1) this Sublease shall be assigned by Landlord to the Authority (or its designee) and this Sublease shall remain in full force and effect in accordance with the terms contained herein and Tenant shall not have any approval or rejection rights with respect to any such assignment; or (2) this Sublease shall be terminated, with the effective date of such termination as reasonably determined by the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant. Notwithstanding the foregoing, if Landlord's leasehold interest is not renewed by the Authority or is terminated by the Authority in accordance with the Authority's rights under the Master Lease, then in either event, this Sublease shall be assigned by Landlord to the Authority (or its designee) and the Authority (or its designee) shall assume the same for the remainder of the Term of the Sublease (add in provision that Tenant is not in monetary default beyond any applicable notice and cure periods) Within 60 days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant shall be reimbursed by Landlord for any unamortized investment in the Cost of Fixed Improvements in accordance with the requirements set forth in Section 6.04(c) below and the Master Lease. Except as specifically provided in this Section 6.04, the termination of this Sublease, as provided herein, and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord or the Authority including, without limitation: (i) any and all awards in the nature of land damages under all applicable laws, including, without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and Massachusetts General Laws, Chapters 79 and 79A, and (ii) any and all rights under the terms of this Sublease, and (iii) incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises.

(c) For purposes of this Sublease, Tenant's Cost of Fixed Improvements shall be amortized by Tenant, depreciated monthly, using the straight-line method, over a period commencing no later than the Latest Rental Commencement Date and shall not exceed the Term of this Sublease. If terminated as provided in Section 6.04(a) or (b), Tenant shall be entitled to be reimbursed by Landlord for any approved unamortized investment in the Cost of Fixed Improvements to the

nearest full month as established by its amortization period for the Cost of Fixed Improvements as approved by Landlord. Within 120 days of completion of the construction and installation of Tenant's Fixed Improvements, Tenant shall furnish to Landlord a statement certified by either the chief executive officer or the chief financial officer of Tenant, subject to audit by Landlord, detailing the actual costs for the construction of Tenant's Fixed Improvements, along with documentation of such expenditures, including without limitation, invoices and evidence of payment of such invoices. Following review and approval by Landlord, Landlord shall furnish such information and documentation to the Authority for its approval. Tenant shall furnish all relevant information as Landlord may reasonably require in connection with the determination of such costs in order to obtain any funds. At a minimum, such cost information shall include copies of all contracts, copies of all invoices for the work which clearly identified the work completed and copies of all canceled checks or other evidence of payment, cross-referenced to the proper invoice, all of which shall be evidenced by a certificate from Tenant. Landlord reserves the right to audit documentation of all Cost of Fixed Improvements during the first 3 years of the Term of this Sublease and for a period of up to 1 year after the earlier termination of this Sublease if such termination occurs during the first 3 years. Tenant shall cooperate in such an audit and provide other supporting cost documentation upon request within 7 days after notice from Landlord. If Landlord disagrees with the Tenant's determination of: (i) the Cost of Fixed Improvements, or (ii) the reasonableness of the cost of the item, or (iii) if supporting cost documentation is not sufficient, Landlord shall notify the Tenant in writing. Tenant shall have 30 days following receipt of Landlord's notice in which to respond or provide any additional information. After consideration of any response or additional information provided, Landlord shall make a final reasonable determination as to whether or not the costs will qualify as Cost of Fixed Improvements with the unamortized portion thereof to be paid, subject to approval in all respects by the Authority. Notwithstanding anything to the contrary, if Tenant shall fail to provide such information to Landlord within 2 years from the Latest Rental Commencement Date, Tenant shall have forever waived its right to any such reimbursement from Landlord and forever released Landlord from its and the Authority, from any obligations under this Section 6.04.

**AIRPORTS - ATTACHMENT B**
**(Street Pricing)**

Tenant shall not charge prices for any products or services that exceed "Street Prices" as such prices are determined under the Prime Lease. The Prime Lease provides that the Street Prices for any product or services sold by any tenant or licensee shall be determined as follows:

(a) The Street Price will be the price charged for the food, beverage, merchandise and/or services sold by a company with the same trade name commonly recognized by the public (e.g., Delilah's, Philly Rock, McDonald's, Sbarro, or Rite Aid Drug) at comparable locations in the City of Philadelphia and Bucks, Delaware, Montgomery and Chester Counties in Pennsylvania, and Camden and Burlington Counties in New Jersey (collectively the "Greater Philadelphia Area"). The price charged at the airport location shall be within the range of the prices charged for such goods and services by up to five mutually agreeable comparable locations trading under the same name in the Greater Philadelphia Area.

(b) If any food, beverage, merchandise and/or services is sold by a company which does not operate under the same trade name in the Greater Philadelphia Area then the Street Price shall be within the range of the prices charged for such goods and services by up to five mutually agreed upon locations of comparable businesses in the Greater Philadelphia Area where comparable products or services are sold (e.g., Wawa convenience stores, Acme supermarkets, Nature Company, Rite Aid Drug Company drug stores, McDonald's restaurants, etc.). This subsection (b) is intended to govern the Street Price of all goods and services which do not apply to Subsections (a), (c) or (d) of this Section 9.13.

(c) If the product or service offered is neither sold by businesses with the same trade name in non-airport locations nor readily available from comparable businesses in Greater Philadelphia Area, and does not fall within any other category described in this Section 9.13, the Street Price shall be based on reasonable comparisons mutually agreed to by Landlord and the Prime Landlord.

(d) With respect to duty free shops, the Street Prices will be based upon independent comparisons of duty free shops operating at New York Kennedy International Airport, Atlanta Hartsfield International Airport, Miami International Airport and Charlotte/Douglas International Airport.

(e) For the purposes of establishing the Street Price of an item, any difference in the size or quality of a product or service shall constitute a price differential.

(f) In selecting comparable locations for purposes of this Section 9.13 (a), (b) and (c) above, locations that are partially or fully protected from competition, such as hotel lobby shops or sports arenas, and locations that operate using an off-price or discount pricing structure shall not be included as comparable locations.

Tenant shall submit to Landlord, in no event later than the thirtieth (30th) day immediately prior to the Rent Commencement Date and thereafter on a quarterly basis (by the thirtieth ($30^{th}$) day

following the end of each such quarter), a report certifying that the current prices for all such similar products and services sold or offered in the Premises comply with the provisions of this Section 9.13. In addition, if Tenant (or any business under common or overlapping ownership with Tenant) does business under the same trade name in any other location in the greater Philadelphia area, Tenant's quarterly report will also set out the current prices for all products and services sold or offered at such location(s). The quarterly reports will be submitted not later than January 15, April 15, July 15 and October 15 of each calendar year.

Further, Tenant shall post signs which advertise the existence of a twenty-four (24) hours-a-day toll/free "hot line" maintained by the Landlord in prominent locations at the Premises and Tenant shall be fully responsive to any purchaser with questions or comments concerning the Street Pricing policy. Tenant shall deliver to Landlord copies of any written customer complaints immediately following receipt of same. Further, Tenant shall offer to the public a "money back guarantee" to any purchaser who can demonstrate that he/she purchased an item at the Premises which was not priced at the Street Price. In addition, if Tenant shall fail to comply in any respect with the provisions of this Section 9.13, Tenant shall pay to Landlord a charge of One Hundred Fifty Dollars ($150.00) in each instance.

**AIRPORTS - ATTACHMENT C**
**(Reporting Requirements)**

**STATEMENTS AND REPORTS BY TENANT.** Tenant shall provide statements and reports without demand and at its own cost and expense, in accordance with the following: (a) Monthly Certified Statement. No later than the 20th day of each calendar month after the 1st calendar month or portion thereof following the Rental Commencement Date (and including the 1st month after termination of this Sublease), Tenant shall deliver to Landlord (with a copy to its General Manager at Landlord's office in the Airport), the Monthly Certified Statement with respect to the preceding calendar month. A Monthly Certified Statement shall be submitted for every month, or portion thereof during the Term. (b) Annual Certified Statement. Notwithstanding anything contained in this Sublease to the contrary, (i) no later than 90 days after the last day of each Lease Year of the Term, Tenant shall deliver to Landlord the Annual Certified Statement for the preceding Lease Year certified by the chief executive, financial or principal accounting officer of Tenant, and (ii) within 180 days after the last day of each Lease Year such Annual Certified Statement shall be certified by an independent certified public accountant. Tenant shall require all subtenants, concessionaires, franchisees, licensees and/or assignees, if any, to furnish similar monthly and annual statements. (c) Monthly Store Manager's Report. No later than the 20th day of each calendar month after the 1st calendar month or portion thereof following the Rental Commencement Date (and including the 1st month after termination of this Sublease), Tenant shall submit to Landlord's General Manager at its office in the Airport the Monthly Resident Store Manager's Report. (d) Weekly Preliminary Sales Statement. Tenant shall submit to Landlord's General Manager at its office in the Airport the Weekly Preliminary Sales Statement for the period commencing on each Monday through and including each immediately following Sunday. Such Statement shall be due on or before the Tuesday immediately following such period. An initial Weekly Preliminary Sales Statement shall be due for the period commencing on the Rental Commencement Date through the immediately following Sunday. Landlord may make reasonable changes to the form of the Monthly Certified Statement, Annual Certified Statement or Monthly Store Manager's Report from time to time upon 30 days prior notice to Tenant if Landlord is directed to do so by the Authority pursuant to the Master Lease. Tenant acknowledges that the statements and reports required hereunder are essential to the operation of the Airport and that Tenant's failure to submit said statements and reports as required herein will result in damages to Landlord and the Authority that are difficult to quantify. Therefore, subject to Force Majeure, Tenant shall pay as liquidated damages and not as a penalty the amount of $100.00 per day for each day that a report or statement required hereunder is not submitted when due, such payment to be assessed only after the expiration of all notice and grace periods. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord. To the extent permitted by law, if the Monthly Statement and Annual Statement and summaries thereof received by Landlord from Tenant, which Landlord shall submit to the Authority, requires or may contain any trade secrets, commercial or financial information that Tenant requests in writing to be kept confidential, such information shall be kept confidential by Landlord but may be nevertheless subject to disclosure by the Authority in accordance with the Massachusetts Public Records Law.

**AIRPORTS - ATTACHMENT D**
**(Labor Harmony)**

Tenant agrees that Tenant agrees that in the use of the Premises any work performed by or on behalf of Tenant in or about the Premises, Tenant shall employ, directly or indirectly, only labor which can work in harmony with that being employed by the Authority and by other tenants at the Airport. Tenant shall not employ or permit the use of any labor or otherwise take any action which might result in a labor dispute involving personnel performing work or providing services at the Airport by or on behalf of Tenant. Further, in the event of any such interference or conflict, Tenant, upon demand of Landlord or the Authority, shall cause such contractors or laborers causing such interference or conflict to leave the Airport immediately. In the event that the Authority determines that it is necessary for public safety or the efficient operation of the Airport to post police details or to take other actions as a result of the inability of Tenant or its employees, contractors, subcontractors, or other parties performing work on or about the Premises to work in harmony with other elements of labor employed at the Airport, Tenant shall reimburse the Authority for all reasonable and actual costs incurred by the Authority in doing so.

**AIRPORTS - ATTACHMENT E**
**(AIRPORT GREASE TRAP)**

Notwithstanding anything to the contrary set forth in this Sublease, if at any time between the execution of this Sublease and the date on which Tenant obtains any required plumbing permits, if the requisite state code requires a separate external sanitary sewer line and grease trap to be installed with respect to the reconstruction and renovation of __________, then Landlord and Tenant shall work with the Authority and allow the Authority the time to evaluate whether its financially feasible for the Authority to perform such work. Should the Authority determine, in its sole and absolute discretion, to proceed with the work, the Authority, at its sole cost and expense, shall be responsible for the construction and installation of the separate external sanitary sewer line and grease trap and shall perform such work in conjunction with Tenant's reconstruction and renovation of Space No. 33 and shall coordinate such work with the performance of Tenant's Work.

In the event that the Authority determines not to proceed with the construction and installation of any required separate external sanitary sewer line and grease trap, Landlord shall provide written notice of such decision to Tenant ("**Landlord's Notice**"). Upon receipt of Landlord's Notice, Landlord and Tenant shall negotiate in good faith and enter into an amendment to this Sublease to reflect the removal of _____________ and upon such removal, the Guaranteed Rent and the Annual Thresholds for Percentage Rent shall be modified to reflect the pro-rated amount as contemplated in Section ________ of this Sublease. Should ____________ be so removed from this Sublease, the Authority, through Landlord, shall reimburse Tenant for reasonable and customary external out-of-pocket design, architectural and engineering fees actually incurred by Tenant for ______________ only up to the date of Landlord's Notice, such reimbursement not to exceed the maximum amount of _____________ Thousand Dollars ("**Maximum Reimbursement Amount**").

Upon receipt of Landlord's Notice, Tenant shall furnish to Landlord a statement certified by either the chief executive officer or the chief financial officer of Tenant, subject to review and approval by Landlord (such approval not to be unreasonably withheld), detailing the actual costs incurred by Tenant for such design, architectural and engineering fees, along with documentation of such expenditures, including without limitation, copies of all invoices, copies of cancelled checks or other evidence of payment, cross-referenced to the proper invoice, all of which shall be evidenced by the certificate from Tenant. Tenant shall cooperate in such review and provide other supporting cost documentation upon request within 7 days after notice from Landlord. If Landlord disagrees with the Tenant's determination of the cost of any invoice or the reasonableness of the cost of the item, or if supporting cost documentation is not sufficient, Landlord shall notify the Tenant in writing. Tenant shall have 30 days following receipt of Landlord's notice in which to respond or provide any additional information. After consideration of any response or additional information provided, the Authority shall, in good faith, make a final reasonable determination as to whether or not the costs will qualify for reimbursement to Tenant. Following such final reasonable determination, the Authority shall remit payment to Landlord within thirty (30) days thereafter. Once such reimbursement payment has been received by Landlord from the Authority, Landlord shall remit such amount to Tenant within twenty (20) days thereafter.

**AIRPORTS - ATTACHMENT F**
**(Hours of Operation)**

"Store Hours" means such days and hours as may from time to time be designated by Landlord in order to, inter alia, maximize offerings to the traveling public and respond to changes in airline flight schedules; provided, however, that Tenant shall not be required to remain open on any given day more than forty-five (45) minutes before the earliest scheduled airline flight departure on such day or later than thirty (30) minutes after the actual departure of the latest scheduled flight for such day. Landlord agrees that Tenant's operation in the Premises will not be designated as the food operation required to be open for business twenty-four (24) hours per day. Except where Prime Landlord requires a change in Store Hours upon shorter notice, Landlord agrees to give notice of a change in Store Hours at least ten (10) days before the effective date of such date.

**AIRPORTS - ATTACHMENT G**
**(Program of Response to Complaints)**

Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of food & beverage items, products and/or services, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within twenty-four (24) hours of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within 3 days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein.

**AIRPORTS - ATTACHMENT H**
**(Employee Parking)**

To the extent provided by Prime Landlord, Tenant and its employees shall have the non-exclusive, non-reserved right to use the employee parking lot servicing the Terminal Building, and the shuttle or bus service between such lot and the Terminal Building, if any, subject to all parking rules and regulations (including the assessment by Prime Landlord of parking fees) applicable thereto as may be created or modified from time to time by Prime Landlord or its agents. Notwithstanding the foregoing, Landlord makes no representation or warranty, express or implied, regarding the availability of or access to any parking areas servicing the Terminal Building, the Premises or the Prime Leased Premises.

**DIRECT GOVERNMENT– ATTACHMENT A**
**(Public Use)**

Licensee shall provide community and public programs, including free programs open to the general public that will take place in the pavilion ("Pavilion Community and Public Programming"), and additional community and public programing ("Additional Community and Public Programming") that may be scheduled for the Pavilion and other designated areas. Pavilion community and public programming must take place on the main level of the pavilion from 3 pm to 5 pm at least one day per week, during each operating season of the café.

Licensee shall provide seating in the café area, and may place tables, chairs and umbrellas as approved. Any outdoor seating must be open to the general public at all times the café is open during the operating season, as well as to patrons.

During each operating season, Licensee shall maintain, and clean the public restrooms at the Licensed Premises in a manner approved by Licensor. In addition, Licensee shall stock all necessary supplies, and make any necessary repairs to such restrooms. The public restrooms shall remain open to the public at all times that the café is open during the operating season.

Licensee will cooperate with any Special Events. Licensee agrees to reserve all or a portion of the Licensed Premises, at no charge, as requested by Licensor for Special Events. However, Licensor shall make every effort not to conduct more than two (2) Special Events per operating season. Licensor agrees to use its reasonable efforts to notify Licensee at least thirty (30) days in advance of any such Special Events. It is expressly understood that this Article shall in no way limit Licensor right to itself sponsor or promote Special Event, at the Licensed Premises, or to enter into agreements with third parties to sponsor or promote such events, provided that Licensor will use its reasonable efforts to ensure that such third parties will be responsible for the maintenance and clean-up associated with such Special Event. Licensor reserves the right to host a number of annual events at the Licensed Premises, including benefits and other non-profit or public events. Both parties shall mutually agree upon the dates of such events, which shall be reserved, in writing not less than one (1) month in advance.

**DIRECT GOVERNMENT– ATTACHMENT _B_**
**(Indemnity)**

Tenant acknowledges that the Property is a mixed-use complex located in the vicinity of working maritime industrial area and Boston-Logan International Airport and, in addition to the Permitted Uses, additional uses in the area of the Property may include aviation traffic, vehicle parking, vessel berthing, commercial fishing, maritime industrial activities, non-profit/community uses, daycare, health club, maritime industrial support space, passage of LNG tankers, and telecommunications. Tenant further acknowledges that there are noises, odors and other factors normally associated with the foregoing activities which may impact Tenant's use and enjoyment of the Premises. Tenant acknowledges and agrees that the Premises may only be used in accordance with the Permitted Uses under the Master Lease. In recognition of the foregoing, Tenant agrees to (a) defend, indemnify and hold Master Landlord harmless from and against all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses (including, without limitation, reasonable attorneys' and consultation fees) which may be imposed upon, incurred by or asserted against Master Landlord arising by reason of, or in connection with any of the impacts described in this Section 32.5 and arising out of the operation of Tenant's business conducted at the Premises or its obligations under this Lease; (b) not sue (and will not encourage or assist others to sue) or commence any action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief from Master Landlord arising out of any of the impacts described in this Section 32.5 and (c) release Master Landlord from any claim, demand, lawsuit or cause of action in law or equity arising out of any of or related to any of the impacts described in this Section 32.5. If any action or proceeding is brought against Master Landlord, Tenant and any successors or assigns will resist or defend such action or proceeding at Tenant's sole cost and expense with counsel reasonably satisfactory to Master Landlord and will pay any judgment entered against Master Landlord.

## DIRECT GOVERNMENT– ATTACHMENT _C_
## (Investigations)

The parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (hereinafter "State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or

If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

**(1)** The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of any person to testify.

**(2)** If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Section 25 (d) below without the City incurring any penalty or damages for delay or otherwise.

The penalties, which may attach after the Commissioner or agency head's final determination may include but shall not exceed:

**(i)** The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person or entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

**(ii)** The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or

termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors. He or she may also consider, if relevant and appropriate, the criteria established below in addition to any other information, which may be relevant and appropriate.

The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (c) above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potentially adverse impact a penalty will have on such person or entity.

In addition to and notwithstanding any other provision of this License the Commissioner or agency head may in his or her sole discretion terminate this License Agreement upon not less than three days written notice in the event Licensee fails to promptly report in writing to the New York City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City of other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Licensee, or affecting the performance or this License Agreement.

**DIRECT GOVERNMENT – ATTACHMENT D**
**(Parking Provisions)**

Tenant shall have the right to use in common with other tenants of Landlord, and receive fifty-five (55) non-reserved, unassigned parking spaces at an off-site parking facility subject to and in accordance with the Master Lease during the daytime hours of 11:00am-6:00pm and up to one hundred (100) non-reserved, unassigned parking spaces at an off-site parking facility subject to and in accordance with the Master Lease during evening hours of 6:01pm-7:00am. Tenant shall reimburse Landlord for its share of the parking spaces at the market rates charged to Landlord by the Master Landlord for the use of such spaces. Tenant shall also have the right to use, on a non-exclusive basis, the designated valet parking area in front of the Building pursuant to the terms and conditions set forth for such valet parking area as the Landlord may reasonably promulgate from time to time as applicable to all restaurant tenants. Tenant agrees not to overburden the parking facilities or valet area and services, agrees to cooperate with Landlord and other tenants in the use of parking facilities, and to abide by all written rules and regulations regarding the use of such parking facilities as may now exist, or as may hereinafter be promulgated by Landlord, provided such rules and regulations apply to all tenants on a non-discriminatory basis. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called “Permitted Size Vehicles”. Vehicles other than Permitted Size Vehicles shall be parked and loaded or unloaded as directed by Landlord. Landlord reserves the right, in its absolute discretion, exercised in good faith, to determine whether parking facilities are becoming overcrowded, and in such event, to allocate parking spaces among tenants or to designate areas within which Tenant must park. Landlord further reserves the right to modify, restripe, and otherwise change the location of drives and parking spaces. Tenant and Tenant’s employees, visitors and customers assume all responsibility for damage and theft to vehicles.

**<u>DIRECT GOVERNMENT– ATTACHMENT E</u>**
**<u>(Operational Restrictions)</u>**

**<u>Nuisance</u>.** Tenant shall not perform any act or carry on or permit any practice which may injure the Premises or any other part of the Property, or cause offensive odor(s) inconsistent with the operation of a first class seafood restaurant and upscale banquet facility or loud noise inconsistent with the operation of a first class seafood restaurant and upscale banquet facility or constitute a nuisance or menace to any other tenant or tenants or other persons in the Property, and Tenant, as part of Tenant's Work, shall install, and at all times during the Term shall maintain, ventilation and grease control systems sufficient in scope and design to adequately service Tenant's cooking operations such that odors from the Premises do not emanate into other parts of the Building. Without limiting any other remedies reserved to Landlord in this Lease, if Landlord, in its reasonable discretion exercised in good faith, determines that odors from the Premises are unacceptable and inconsistent with the operation of a first class seafood restaurant, Landlord may, upon notice to Tenant, (a) require Tenant to promptly take all actions reasonably necessary to reduce such odors to an acceptable level; or (b) take whatever steps are necessary to reduce such odors to an acceptable level, with the costs thereof to be paid by Tenant within five (5) days of receipt of an invoice from Landlord. In addition, and without limiting any other provision of this Lease, Tenant shall not cause or permit noise or music to emanate from the Premises, the volume of which exceeds 55 decibels (the "<u>Acceptable Decibel Level</u>") measured from the outside of the front entrance of the Premises, or which causes vibration which can be felt from any part of the Building. Live or recorded music may be played in the Premises as background music only (which shall include a dance band for private functions). Without limiting any other remedies reserved to Landlord in this Lease, if the decibel level of any noise or music emanating from the Premises at any time exceeds the Acceptable Decibel Level, causes vibration which can be felt from any part of the Building, upon Landlord's written request, Tenant shall promptly reduce the decibel level to an Acceptable Decibel Level and reduce the vibration to an acceptable level and diligently and expeditiously take all steps necessary to reduce permanently the decibel level to an Acceptable Decibel Level and to reduce permanently vibration levels so that vibration cannot be felt from any part of the Property by installing sound-proofing or by taking such other measures as Landlord reasonably deems necessary.

**<u>Menu</u>** Licensor must approve in advance and in writing all plans, schedules, services, hours of operation, menu items and prices as well as all changes to services, menu items, merchandise, and any increase in fees and prices to be charged by Licensee for any goods, rights or services provided pursuant to the operation of this License, said approval not to be unreasonably delayed or withheld. Annexed hereto is the approved Schedule of Approved Hours and Rates, Fees and Prices for the commencement of operations hereunder. At its sole discretion, but based upon written request from Licensee, Licensor may allow changes to Licensee's approved operating hours/schedule. If the Commissioner grants such request, Licensee shall continue to be responsible for all other obligations under the License Agreement, including the payment of all license fees. Licensor shall not unreasonably withhold or delay consent to increase pricing.

**Security** During each Operating Season of the Café at the Licensed Premises, Licensee at its sole cost and expense, shall be responsible for twenty-four (24) hour per day security within the Café Area and public restrooms located on the main level of the Pavilion, the restrooms in the basement level and the Plaza, regardless of whether any outdoor seating is provided in the Plaza, in accordance with plans that have received Licensor's prior written approval. Licensee shall secure the Licensed Premises and any equipment every evening before closing for the day. Licensee shall be responsible for year-round security of the Kitchen Area and the Satellite Kiosk. Licensee shall cooperate with Licensor to ensure security of the surrounding parkland. All security plans are subject to Licensor's prior written approval.

**Advertising** Licensee may, subject to the Licensor's prior approval, which shall not be unreasonably delayed or withheld as to the design and distribution, print or arrange for the printing of advertising, signs, programs or brochures containing advertising matter, except advertising matter which in the sole discretion of the Licensor is indecent, in obvious bad taste, demonstrates a lack of respect for public morals or conduct, or which adversely affects the reputation of the Licensed Premises, Licensor or the City of New York. Any business or trade name, which Licensee proposes to use in identifying the Licensed Premises or any other part of the Licensed Premises, shall be subject to the Licensor's prior written approval. Licensee acknowledges that Licensor may require that the City own the portion of any new name that Licensee selects for all or any part of the Licensed Premises that indicates or refers to Licensor's property or a pre-existing facility name. The City will not own any portion of any new name that consists of the name, portrait, or signature of a living or deceased individual or restaurant identifier that is not otherwise associated with Licensor's property. Any proposed name is subject to Licensor's prior written approval.

## DIRECT GOVERNMENT– ATTACHMENT F
## (Special Termination Rights)

It is expressly understood that no land, building, space, or equipment is leased or otherwise conveyed to Licensee by Licensor, but that during the Term of this License, Licensee shall have the use of the Licensed Premises for the purposes herein provided. Except as herein provided, Licensee has the right to occupy and operate the Licensed Premises only so long as each and every term and condition in this License is strictly and properly complied with and so long as Commissioner does not terminate this License.

Notwithstanding any language contained herein, this License is terminable at will upon written notice by the Commissioner in his sole and absolute discretion, at any time; however, such termination shall not be arbitrary and capricious. Such termination shall be effective twenty-five (25) days after the date of such written notice. The Commissioner, the City, its employees and agents shall not be liable for damages to Licensee in the event that the Commissioner terminates this License as provided for herein. In addition, in the event this License Agreement is terminated, Licensor will not reimburse Licensee's unamortized capital improvement cost.

Upon expiration or sooner termination of this License by Commissioner, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against Commissioner, Licensor or City. In the event Commissioner terminates this License for reasons related to Sections 3.3 (a) or (b) above, the Commissioner may hold and use any of Licensee's property on the Licensed Premises to operate the License during the balance of the calendar year and thereafter until all indebtedness of the Licensee hereunder, at the time of termination of this License, is paid in full.

Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Premises without any further notice by City and without resort to any judicial proceeding by the City. Upon the expiration or sooner termination of this License, City reserves the right to take immediate possession of the Premises. Licensee shall, within thirty (30) days following the expiration or sooner termination of this License ("Removal Period"), remove all personal possessions from the Premises, subject to Sections 3.5 and Section 8.2 hereof. All of the provisions of the License Agreement, including but not limited to the insurance and indemnification provisions, shall apply during the Removal Period. Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this License is intended by Licensee to be abandoned. Licensee shall remain liable to the City for any damages, including lost revenues and the cost of removal or disposal of property, should Licensee fail to cease operations, vacate the Premises or remove all possessions from the Premises as required herein. Pursuant to Section 4.4 herein, City may seize the Security Deposit to recover such damages in part or in whole.

If this License is terminated as provided herein, Licensor may, without notice, re-enter and repossess the Licensed Premises using such force for that purpose as may be necessary without being liable to indictment, prosecution or damages therefor and may dispossess Licensee by summary proceedings or otherwise, without court order or other judicial approval.

If this License is terminated as provided in Section 3.3 hereof:

**(a)** Licensor may draw down on the Security Deposit in accordance with Section 4.4;

**(b)** Licensee shall pay to Licensor all fees payable under this License Agreement by Licensee to Licensor to the Termination Date and Licensee shall remain liable for fees thereafter falling due on the respective dates when such fees would have been payable but for the termination of this License Agreement, provided the Licensed Premises are not re-licensed at an equal or higher fee (if at a lower fee, then only the net difference shall be owed by Licensee); and

**(c)** Licensor may complete all repair, maintenance and construction work required to be performed by Licensee hereunder and may repair and alter any portion(s) of the Licensed Premises in such manner as Licensor may deem necessary or advisable without relieving Licensee of any liability under this License Agreement or otherwise affecting any such liability, and/or relicense the Licensed Premises or any portion thereof for the whole or any part of the remainder of the Term or for a longer period. Licensor shall in no way be responsible or liable for any failure to relicense any portion(s) of the Licensed Premises or for any failure to collect any fees due on any such relicensing, and no such failure to relicense or to collect fees shall operate to relieve Licensee of any liability under this License Agreement or to otherwise affect any such liability.

No receipt of moneys by Licensor from Licensee after the termination of this License Agreement, or after the giving of any notice of the termination of this License Agreement, shall reinstate, continue or extend the Term or affect any notice theretofore given to Licensee, or operate as a waiver of the right of Licensor to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of Parks to recover possession of the Licensed Premises by proper remedy. After the service of notice to terminate this License Agreement or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Licensed Premises, Licensor may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Licensed Premises or, at the election of Licensor, on account of Licensee's liability hereunder.

**Termination for Convenience for Transportation Purposes.**

Notwithstanding any other provision of this Lease to the contrary, in the event that Landlord requires the use of all or any portion of the Premises for a transportation purpose, Landlord shall have the right to terminate this Lease (the "T for C Right") by delivering to Tenant written notice of termination of the Lease (the "T for C Notice"). The T for C Notice shall specify a termination date (the "T for C Date") for the Lease, which T for C Date shall be at least ninety (90) calendar days after the date of delivery of the T for C Notice. If a T for C Notice is delivered in accordance with the foregoing, then this Lease shall terminate on the T for C Date as if said date were the Expiration Date.

In the event that (i) Landlord exercises the T for C Right, and (ii) Tenant is not in default under this Lease beyond applicable periods of notice and grace on the T for C Date, Landlord shall pay to Tenant the T for C Payment simultaneously with Tenant's actual vacating and surrender of the Premises.

The "T for C Payment" shall be an amount equal to the unamortized value of the Installation Work, as of the T for C Date, as depreciated on a straight-line basis over a period of ten (10) years from the Commencement Date, and as evidenced by copies of invoices, bills, paid receipts, and canceled checks delivered by Tenant to Landlord within ninety (90) days of the Completion Notice for the Installation Work. The maximum amortizable cost of improvements shall be determined upon receipt of invoices as stipulated herein, and the T for C Payment shall be payable by certified or bank check or wire transfer. Tenant's entitlement to the T for C Payment shall be subject to Tenant delivering possession of the Premises at the T for C Date specified in the T for C Notice. In addition to any other remedies available to Landlord, Landlord shall be authorized to reduce the T for C Payment for all costs, losses, claims or liabilities including reasonable attorney fees, that Landlord may incur as a result of Tenant's failure to surrender possession of the Premises pursuant to the requirements herein.

If the Lease is terminated under this Article 26, the Security Deposit or any balance thereof, together with any interest thereon to which Tenant is entitled, less the sum which Landlord is entitled to receive pursuant to law as compensation for administrative expenses, shall be returned to Tenant.

**DIRECT GOVERNMENT– ATTACHMENT G**
**(Construction Requirements)**

**Force Account.** In the event that Landlord deems it necessary for Landlord to do any work or perform any supervision in connection with any Alterations performed by Tenant or Tenant's contractors, or if Landlord, at the request of Tenant, shall do any work in connection with supplying utilities to Tenant, Tenant shall reimburse Landlord in advance, as Additional Rent, for the cost of the work done in accordance with Landlord's "Schedule of Rates for Services Rendered to Outside Parties" then in effect and on or before the fifteenth day after a bill therefor is rendered.

**Performance of Alterations.** The performance of Alterations shall not (a) interfere with, delay or impose any additional expense upon Landlord in the maintenance, repair or operation of Landlord's property or the Subway System, or (b) interfere with or endanger passengers or cause crowding or congestion at the Station or cause crowding or congestion in the Station. Tenant shall not erect scaffolding or perform Alterations in any way so as to interfere with the operations of Landlord or to obstruct the entrance to any of Landlord's adjacent spaces, passageways or overhead viaduct or support columns.

**HOTELS – ATTACHMENT A**
**(Management Fee)**

Management Fee. For purposes of this Agreement, the term "Management Fee" shall equal five percent (5%) of the gross food and beverage sales made from the Restaurant (including, without limitation, all complimentary or discounted food and beverages served at Owner's direction, from the Restaurant, valued at one hundred percent (100%) of the retail value determined in accordance with the Restaurant's listed menu prices, from time-to-time, of such food and beverages but specifically excluding the retail value of all Operator Comps), less any and all applicable sales tax, gratuities and service charges and cabaret, amusement and other applicable taxes. The Management Fee shall be due and payable monthly in arrears on the date the monthly Financial Statements are delivered to Owner. If the Gross Revenue is not sufficient in any month to pay the Management Fee when due, Owner shall, within five (5) business days after written notice from Operator, deposit in the operating account the amount of any such shortfall. So long as no default by Operator has occurred, which default is not cured within the applicable.

Management Fee. For purposes of this Agreement, the term "Management Fee" shall equal five percent (5%) of the gross food and beverage sales made from the Restaurant (including, without limitation, all complementary or discounted food and beverage served at Owner's direction, from the Restaurant, valued at 100% of the retail value determined in accordance with the Restaurant's listed menu prices, from time to time, of such food and beverages but specifically excluding the retail value of all Operator Comps), less any and all applicable sales tax, gratuities and service charges and cabaret, amusement and other applicable taxes. The Management Fee shall be due and payable monthly in arrears on the date the monthly Financial Statements are delivered to Owner. If the Gross Revenue is not sufficient in any month to pay the Management Fee when due, Owner shall, within five (5) business days after written notice from Operator, deposit in the operating account the amount of any such shortfall. So long as no default by Operator has occurred, which default is not cured within the applicable cure period, if any, Operator shall have the right to collect for its self the Management Fee and reimbursable expenses described in sections 6 (b) and (c) below from any Bank Account other than the payroll Bank Account, at the time such amounts are payable.

**HOTELS – ATTACHMENT B**
**(Responsibilities of Operator)**

In addition to providing assistance with the Concept Design for the Restaurant and the development of the plans and specifications and budget for the Restaurant, as referenced above, ____________ shall provide the following services to Hotel in connection with the Restaurant:

A. Operator will assist in the coordination of design consultants engaged by Hotel, including kitchen design and front of house design consultants.

B. Operator will assist in and with the Restaurant pre-opening activities in a timely manner, including pre-opening marketing, menu creation, staffing, service and culinary training, table settings and equipment specifications.

C. Operator will provide/recommend a restaurant chef, sous chef and pastry chef to be employed in the Restaurant at the Hotel by the Hotel ("Hotel Manager") and _________________ shall oversee the training of each of such chefs. During the weeks preceding opening, Operator shall cause the restaurant chef to provide on-site direction and guidance to the culinary staff of the Restaurant.

D. Operator will provide the initial menu and menu specifications. Specifications should include the type, quality, portion size, ingredients, uniformity, manner of preparation, etc., of and for the menu items so as to ensure that the food products are being procured and prepared according to Quality Standard. Menu pricing shall be established by Operator.

E. Operator will interview and consult with Hotel Manager in the selection of the general manager of the Restaurant.

F. Recognizing that a successful restaurant opening is critical, Operator will provide full assistant with opening, including training of service personnel and kitchen staff. ___________ shall oversee the culinary training and will arrange to be on-site for at least one week prior to opening to oversee the training of culinary personnel and preparation of the Restaurant for opening. The cost for such training is to be included in the pre-opening budget.

G. Operator will cooperate with and assist Hotel in creating promotional and publicity events, including the grand opening. Further _____________, personally, will attend the grand opening and assist with any market promotions reasonably required by Hotel or Hotel Manager for the Restaurant.

H. Operator will recommend specifications for operating supplies, glassware, china, silverware and uniforms to be purchased by Hotel.

I. Operator will assist Hotel in the creation of a pre-opening budget.

J. Operator will provide all operating and training manuals for use by Hotel Manager and restaurant staff for the Restaurant.

K. Operator will provide ongoing consultation and advice throughout the Term of this Agreement. Upon request, and not more than annual, Operator will update and clarify guidelines and specifications, as necessary, in the event the original guidelines and specifications, as necessary, in the event the original guidelines and specifications are insufficient or outdated.

L. Operator will provide ongoing culinary training and support during the Term and will provide quarterly inspections. In addition, if necessary, Operator will provide a replacement for the Restaurant chef in the event that the chef for any reason leaves the employ of Hotel Manager. Additionally, upon request of the Hotel Manager, Operator will, at Hotel's expense, arrange for training programs at other ________________ restaurants from time to time.

M. Subject to Paragraph 5C hereof, Operator will actively promote the Restaurant as part of its group of restaurants.

N. Hotel will reimburse Operator for the reasonable travel costs for Operator employees in connection with travel by employees to the Restaurant. Lodging and meals will be provided by the Hotel. Hotel will reimburse for first-class/business class airfare for ______________, but not to exceed the round trip fare from Boston or New York to New Orleans. Hotel will reimburse all other Operator staff for coach airfare. All travel costs are to be included in the operating expenses of the Restaurant.

**HOTELS – ATTACHMENT C**
**(Hotel's Responsibilities)**

In addition to the obligations and responsibilities of Hotel set forth hereinabove, Hotel shall:

A. Cause Hotel Manager to provide staffing and support for all outlet functions, including stewarding, purchasing, receiving, accounting, maintenance, marketing and human resources. The Restaurant staff for the "front of the house" and the "back of the house" will be employees of the Hotel Manager. Further, all debts and expenses of the operation of the Restaurant shall be debts and expenses of Hotel.

B. Cause Hotel Manager to oversee day to day operations of the Restaurant and to follow standards, specifications and operating procedures provided by Operator or established during the pre-opening. Any change to such specifications shall be subject to the approval of the Operator, which approval will not be unreasonably withheld or delayed.

C. Promote and feature the Restaurant as part of its overall marketing efforts. Such efforts will be both national and local.

D. Pay to the Operator, without setoff, the consulting/license fees, as more particularly hereinafter referenced in Paragraph ___.

E. Provide to the Operator a certificate of insurance naming the Operator as an additional insured on the Hotel's insurance policy with respect to liability (including liquor or so-called dram shop liability) and workers' compensation coverage.

F. Not operate, license or franchise or allow anyone to operate, license or franchise a French restaurant within the Hotel, provided, however, that other restaurants operate within the Hotel during the Term hereof may serve French food as part of their menu.

G. Complete construction of the Restaurant and open for business to the public on or before the first anniversary of the date of this Agreement. If the Hotel fails to timely complete construction by such date, the Operator shall have the option to terminate this Agreement at which time, except for obligations which survive termination, this Agreement, including paragraph 8 hereof, shall terminate and be of no further force or effect.

**HOTELS – ATTACHMENT D**
**(Banquet Facilities)**

Provided there is no Event of Default by Tenant under this Lease, Tenant shall have the non-exclusive right to use the Hotel Areas. The parties acknowledge that the Meeting Rooms A, B, and C (the "Meeting Rooms") are suitable for catered events including banquets or meetings. Subject to the terms of Exhibit "N", Tenant shall have the non-exclusive right to serve food and beverages for catered events in the Meeting Rooms and the non-exclusive right to use the Meeting Rooms for dining by Tenant's customers. Such service by Tenant in Meeting Rooms shall be performed by Tenant in a first class manner and in compliance with all applicable minimum Hotel standards. Reserving and booking of the Meeting Rooms shall be in accordance with and subject to the terms and restrictions set forth on Exhibit "N" attached hereto and incorporated herein by reference. Janitorial and set up work/costs in connection with Tenant's use of Hotel Areas, including Meeting Rooms and Rest Rooms, shall be the responsibility of Tenant. A reasonable allocation of janitorial and set up work/costs associated with Hotel Areas shall be determined by Hotel Operator and Tenant in their reasonable judgment.

## HOTELS – ATTACHMENT E
## (DISCOUNTS)

Subject to availability, Tenant's employees shall be extended preferred hotel room rate at the hotel located at the Property and owned by Landlord. Prior to the opening of the Hotel at the Property, a similar arrangement will be offered at the Embassy Suites Hotel that is affiliated with the Property. The general manager and sales team of the Hotel and principals of the Landlord shall be entitled to a ten (10%) discount on Tenant's food and beverages, but shall pay any applicable gratuity and all sales tax provided that Tenant shall have no obligation to give any seating preference to those individuals and no more than six (6) persons in total at any one time shall be eligible for such discount.

**HOTELS – ATTACHMENT F**
**(Branding Protection)**

At the Commencement Date, the Hotel will be operated as a Hilton Garden Inn ("HGI"). The HGI brand is considered an "upscale" brand by Smith Travel Research (STR) based primarily on its actual, system-wide average room rates. In the event the Hotel is converted or rebranded to a lower STR chain scale brand (i.e., midscale or economy), then subject to the conditions set forth herein, Tenant shall have the one-time right only to terminate this Lease by delivering written notice of termination to Landlord (the "Termination Notice") pursuant to the terms set forth in this paragraph. To be timely given, said Termination Notice must be received by Landlord within thirty (30) days (the "Termination Right Period") following the Landlord providing written notice of such conversion or rebranding. If such Termination Notice is timely received, the Lease shall be terminated effective on the last day of the sixth ($6^{th}$) full calendar month following the date of the Termination Notice (the "Termination Date"). On the Termination Date, the Lease and the Term shall terminate as fully and completely as if the date of termination were the date set forth in the Lease for the expiration of the Term. Tenant shall continue to pay all Minimum Rent and Additional Rent as it accrues from the Termination Notice date through the Termination Date as well as any amount due pursuant to the Lease that relate to such period (whether the same accrues prior to or after the Termination Date). In the event Tenant does not strictly and timely honor the conditions and requirements set forth in this Special Stipulation No. 7, Tenant's termination right as set forth in this Special Stipulation No. 7 shall be null and void and of no further force or effect, and any Termination Notice previously given shall be of no effect.

**HOTELS – ATTACHMENT G**
**(Operating Standards)**

By virtue of the Premises having direct access to and from the Hotel, it will be considered an "Adjacent Premises" under Landlord's HGI license agreement with Hilton Hotels Corporation and, so long as the Hotel is branded as a Hilton Garden Inn, certain HGI standards will apply as follows: (a) Adjacent Premises shall be operated in a manner that is consistent with a first-class hotel and the then-current operations manual (the "Manual") for HGI to the extent that the Manual is applicable; and (b) Tenant must comply with all physical, cleanliness and service standards of Hilton. Adjacent Premises will be subject to periodic QA inspections by Hilton (provided, however, that to any such inspection will be scheduled with the reasonable cooperation of the Hotel and Tenant, Tenant may have a representative present when any part of the restaurant, including the kitchen that has items that Tenant considers proprietary in nature, is inspected), and all of the foregoing shall be done in such a manner as to minimize interference with the Tenant's business. Landlord will be responsible for making any capital improvements to the Premises that may be required by changes in the operating standards if the changed standards are inconsistent with the overall intent of the parties expressed in the Lease. In the event that the Hotel is not branded a Hilton Garden Inn, then so long as the brand standards of Special Stipulation 7 are met, the then-current manual of the new branded Hotel shall apply to the Premises to the extent the same are not in conflict with the terms of the Lease and do not materially and adversely impact Tenant's operation of its business or adversely impact Tenant's rights under the Lease.

**CASINOS – ATTACHMENT A**
**(Management Fee)**

(a) For purposes of this Agreement, the term "Management Fee" shall equal five percent (5%) of the gross food and beverage sales made from the Restaurant (including, without limitation, all complementary or discounted food and beverage served at Owner's direction, from the Restaurant, valued at 100% of the retail value determined in accordance with the Restaurant's listed menu prices, from time to time, of such food and beverages but specifically excluding the retail value of all Operator Comps), less any and all applicable sales tax, gratuities and service charges and cabaret, amusement and other applicable taxes. The Management Fee shall be due and payable monthly in arrears on the date the monthly Financial Statements are delivered to Owner. If the Gross Revenue is not sufficient in any month to pay the Management Fee when due, Owner shall, within five (5) business days after written notice from Operator, deposit in the operating account the amount of any such shortfall. So long as no default by Operator has occurred, which default is not cured within the applicable cure period, if any, Operator shall have the right to collect for its self the Management Fee and reimbursable expenses described in sections 6 (b) and (c) below from any Bank Account other than the payroll Bank Account, at the time such amounts are payable.

(b) Pre-Opening Expenses. Owner shall reimburse Operator, on a monthly basis, within thirty (30) days after Owner's receipt of a detailed invoice, for all pre-opening expenses incurred by Operator in compliance with the Pre-Opening Budget and in connection with the opening of the Restaurant, including, without limitation, training fees, advertising costs, printing and travel and related expenses for employees who will be working on a full-time basis at the restaurant. Notwithstanding the foregoing, in no event shall travel expenses for the pre-opening., Including, without limitation, transportation, hotels, and meals, exceed $__________. Each detailed invoice prepared by Operator shall include a line item breakdown in accordance with the Pre-Opening Budget showing, for each line item, the budgeted amount, the actual expenses incurred to date, the estimated cost to complete and the estimated budget variance, if any. Notwithstanding the foregoing, in no event shall Owner be obligated to reimburse Operator (x) for any travel, overhead or related expenses incurred by Operators Principals or any other employees of Operator who will not be employed on a full-time basis, at the Restaurant, or (y) any overhead or other items incurred by Operator on a corporate basis, or (z) the use of Operator's name, trade names, trademarks, logos or related items, including without limitation, the names of Operator's Principals.

(c) Payroll. As set forth in Section 3 above, all payroll and benefits for Operator's employees employed at the Restaurant, including part-time employees shall be included as Operating Expenses. If and to the extent that Gross Revenue is insufficient to pay such payroll and benefits, Operator shall notify Owner, in writing of the amount of such shortfall and Operator shall, within five (5) days after Owner's receipt of such notice, deposit the amount of such shortfall in the payroll Bank Account.

**CASINOS – ATTACHMENT B**
**(Construction)**

(i) Design and Construction. Operator shall work with the Owner, and Owner's architects and engineers in connection with the design of the Restaurant, including, without limitation, kitchen areas, customer dining areas, lounge and bar areas and waiting areas. Owner shall cause the Restaurant together with all equipment and furnishings required for the operation of the Restaurant, to be constructed and installed at no cost to Operator. Operator recognizes that Owner intends to open the Restaurant, in conjunction with the opening of the Complex, on or before __________( the "Opening Date"), and Operator shall act expeditiously to complete all design activities in sufficient time to permit construction and installation of all required improvements, equipment and furnishings in a timeframe consistent with the goal of opening the Restaurant on the Opening Date. Operator's principals, including _______________ (collectively, "Operator's principals") shall be actively involved in the design of the Restaurant facilities.

(ii) Personnel. Operator shall hire all personnel necessary to operate the Restaurant. Such personnel shall be hired and trained by Operator in sufficient time to open the Restaurant on the Opening date and shall, for all purposes, be the employees of Operator.

(iii) Food, Beverage and Supplies. Operator shall order all necessary food, beverage and supplies including, without limitation, dishware, utensils, table cloths, napkins, employee uniforms, menus, and all other supplies and furnishings necessary for the operation of the Restaurant in sufficient time and quantity to open the Restaurant on the Opening Date.

(iv) Pre-Opening Marketing. Operator shall work with Owner to coordinate all pre-opening marketing for the Restaurant, which marketing shall include personal appearances by Operator's Principals as mutually agreed upon by Owner and Operator.

(v) Permits. Operator shall obtain, prior to the Opening Date, any and all licenses, certificates, and permits that may be necessary or required to operate the Restaurant (collectively, the "Required Licenses"), including without limitation, those licenses, certificates, and permits described on Exhibit C attached to this Agreement and by this reference made a part of this Agreement.

**CASINOS – ATTACHMENT C**
**(Disclosure Requirements)**

Privileged License. Operator recognizes that Owner and affiliates of the Owner are subject to privileged licenses issued by gaming authorities and, accordingly, Operator will, if requested, (a) disclose the name of all principals of Operator and all lenders or sources of financing of Operator, and (b) obtain any license, qualification, clearance or the like which should be requested or required of operator by any gaming authority or any regulatory authority having jurisdiction over Owner or any affiliates of Owner. If Operator fails to satisfy such requirements or if Owner or any affiliates of Owner is directed to cease business with Operator by any such authority, or if Owner shall in good faith determine, in Owner's reasonable judgment that Operator, any of its members, or any of its affiliates (a) is or might be engaged in, or is about to be engaged in, any activity or activities, or (b) was or is involved in any relationship, either of which could or does jeopardize Owner's business, reputation or such licenses, or those of its affiliates, then Operator shall immediately terminate any relationship with the person which is the source of the problem, or cease the activity creating the problem. If any gaming or other regulatory authority requires any business conducted by Operator in the premises to be closed, then this Agreement shall be modified accordingly without penalty to any party. If any gaming or other regulatory authority requires this Agreement to be terminated, this Agreement shall thereupon terminate without penalty to any party, however, Owner shall pay to Operator an amount equal to Operator's initial capital contribution.

Regulatory Information. Owner and Operator each to the other shall provide all information pertaining to this arrangement and the Restaurant and as to their ownership structure, corporate structure, offices and directors, stockholders and partners identity, financing, transfers of interests, etc., as shall be required by any regulatory authority with jurisdiction over the other including without limitation, Louisiana, Indiana, Colorado, Nevada, and New Jersey or with respect to any federal or state securities law requirement.

**<u>CASINOS – ATTACHMENT D</u>**
**<u>(Drug Testing)</u>**

Tenant shall, with respect to all employees at the Premises, adopt a drug testing policy approved by Landlord, which approval Landlord shall not unreasonably withhold.

**CASINOS – ATTACHMENT E**
**(Tenant Conduct)**

Tenant acknowledges that Landlord and its Affiliates have a reputation for offering high-quality entertainment and/or services to the public, and that it and its Affiliates are subject to regulation and licensing, and desire to maintain their reputation and receive positive publicity. Tenant therefore agrees that throughout the Term, it and its officers, directors, shareholders, employees and agents will not conduct themselves in a manner which is contrary to the best interests of Landlord, nor in any manner that adversely affects or is detrimental to landlord or its Affiliates, and will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise not in the best interests of Landlord or its Affiliates.

## <u>CASINOS – ATTACHMENT F</u>
## <u>(Security)</u>

Tenant acknowledges that Landlord's security department and security officers are not responsible for providing security services in the Premises and that all such responsibility is the obligation of Tenant. In no event shall Landlord be liable to Tenant or any third-party for the security department's failure to respond to a request for aid or assistance by Tenant.

**CASINOS – ATTACHMENT G**
**(Casino Entertainment Tax)**

Tenant agrees that it will collect any applicable casino entertainment tax ("CET") associated with the sale of food, beverage or merchandise from the Premises and will pay the same to the taxing authority on a timely basis, or if not permitted to pay the same directly, shall remit the CET due to Landlord no later than the 10$^{th}$ day of the month following the month in which the taxable sales occurred. Tenant shall make all documents containing information relative to the computation of the CET available for inspection upon notice by representatives of Landlord and the Gaming Authorities. The obligation shall continue beyond the expiration or sooner termination of this Lease. Tenant shall be liable for any and all CET, interest and penalties found to be payable in connection with the sale of food, beverage or merchandise from the Premises as a result of understated taxable revenues, insufficiency of records or, if Tenant is not permitted to pay the CET directly to the taxing authority, then, if Tenant has timely remitted payment to Landlord as required in this Section _______, Tenant shall not be liable for the untimely payment of the CET to the taxing authority.

**CASINOS – ATTACHMENT H**
**(Limited Waiver of Sovereign Immunity)**

(a) Claims. Landlord hereby grants a limited waiver of its sovereign immunity from unconsented suit (hereinafter "Limited Waiver"), as described herein, solely for actions brought by Tenant but by no other entity or individual, to require the performance by the Landlord of any of the specific duties or obligations of the Landlord set forth in the Lease (and any addenda thereto). This Limited Waiver is to be strictly construed in favor of the Landlord. To invoke this Limited Waiver, the Tenant must not be in breach of any terms of the Lease, and the lease must be in full force and effect. As a material condition precedent to invoking this Limited Waiver, Tenant must have raised the specific issue(s) which it is seeking to pursue hereunder through use of and in strict compliance with the dispute resolution process set forth below (the Dispute Resolution Process").

Notwithstanding anything to the contrary contained herein, Landlord grants this Limited Waiver herein if, and only if, each and every one of the following conditions and those set forth in Section B below are complied with in full:

(i) The claim is brought by Tenant and not by any third party. (There are no third-party beneficiaries of this Lease.)

(ii) The claim must allege a breach by Landlord of one or more of the specific obligations or duties expressly assumed by Landlord under the terms of the Lease.

(iii) The claim must seek:

(x) Some specific action, or discontinuance of some action, by landlord to bring landlord into full compliance with the duties and obligations expressly assumed by it under the Lease; or

(y) Money damages (excluding any special, punitive, exemplary and/or consequential damages) for noncompliance with the terms and provisions of the lease. Any recovery of damages shall be limited to that amount authorized under the Lease.

(iv) The Tenant must follow the procedures set forth below in Section (b) for meet and confer and non-binding arbitration prior to taking the matter in dispute raised through those procedures to court.

No causes of action or claims in law or in equity are cognizable against the Landlord except actions against the Landlord itself to compel performance of specific duties and obligations of the Landlord under this Lease and actual damages (specifically excluding consequential, punitive, exemplary and all other damages) suffered by Tenant.

The source from which any damages are to be paid by the Landlord shall be limited to the general revenues of the Landlord and shall specifically exclude any funds from a federal, state, tribal or other governmental grant or Lease and shall further exclude any trust assets of the Landlord, any assets of its business enterprise, or those funds set aside for per capital distribution

to Tribal members. This Limited Waiver does not allow any actions to be brought against Tribal council members, Tribal employees, Tribal agents, Tribal members, Tribal representatives, attorneys for the Landlord, or any other individuals acting on behalf of the Landlord.

**CASINOS – EXHIBIT I**
**(Complimentaries)**

Owner may desire to provide designated persons with complimentary food and beverages ("Complimentaries") at the Premises. From time to time Owner and Operator shall develop procedures for authorization of Complimentaries and for reimbursement by Owner of eighty percent (80%) of the full retail cost thereof and such amounts shall not be included in the computation of Gross Revenues with respect to Percentage Rent. Owner may, in its sole discretion, provide Complimentaries to a Hotel guest upon such Hotel guest's checking out of the Hotel for means already charged to such Hotel guest's room account.

Mutual Promotional Discounts or Complimentary Meals. Owner acknowledges Operator may desire to provide complimentary food or beverages or both to selected patrons. Operator may provide such complimentary food or beverages provided Operator shall provide a sales receipt or sales record in the same manner as any other charges at the Premises in order to keep a record of the complimentary services provided by Operator. In no event may such complimentary services exceed three percent (3%) of Gross Revenue per year. Such complimentary services, as limited herein, shall not be included in the computation of Gross Revenue. Operator shall keep sales records of such meals and beverage service in the same manner as other sales and shall, on a weekly basis, provide records of such complimentary services to Owner. Such sales of food and beverages shall not be included in the computation of Gross Revenue.

Complimentary Food and Beverages; Priority Seating. In conjunction with the operation of the Complex as a whole, it is necessary and advisable that certain patrons of the Complex receive complimentary or discounted meals and beverages in the Restaurant or be granted prior seating or "VIP" reservations privileges. Operator acknowledges and agrees that Owner shall have absolute control over the designation of which patrons shall receive such complimentary or discounted meals and beverages and/or priority seating and "VIP" reservation privileges and Operator shall fully comply with all direction of Owner in that regard. In addition to the foregoing, Operator shall be permitted to provide complimentary or discounted meals and beverages to patrons not designated by Owner ("Operator Comps"), provided that Operator shall report to Owner in the Monthly Financial Statements the retail value of all Operator Comps provided in the relevant month, determined in accordance with the Restaurant's listed menu prices, from time-to-time, for such meals and beverages and Operator shall pay to Owner, concurrently with Operator's delivery of the Monthly Financial Statements, the full retail value of all Operator Comps for the month in question.

**MILITARY – ATTACHMENT A**
**(Suspension of Operation)**

In the event of a situation resulting in a restriction on base ingress and egress (including, but not limited to, a national or local military emergency, security threat, war or terrorist act or threat), Landlord may require Tenant to cease operations at the Premises. If Tenant is precluded from being open for business within the Premises for a period of three (3) consecutive business days pursuant to this paragraph, and provided that business interruption insurance for which Tenant is required to carry under this Lease would not provide reimbursement to Tenant for payments during this period, then Minimum Rent, Monthly Common Area Maintenance Charges, Grand Call CAM Pool, Monthly Tax Charges (if applicable), Monthly Insurance Charges and Monthly Promotional Fund Charges shall abate commencing after such three (3) consecutive business day period until the date Landlord notifies Tenant that it may again open for business.