

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ RSRC _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No fiscal impact.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

And Sll. 8/10/09
 OFMB CN 8/11/09

Dr. J. Jacobson 8/12/09
 Contract Dev. and Control
 E. Jones 8/12/09

This amendment complies with our review requirements.

B. Legal Sufficiency:

K. J. [Signature] 8/13/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

**EIGHTH AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT
BETWEEN PALM BEACH COUNTY AND HOST INTERNATIONAL, INC.**

THIS EIGHTH AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT (this "Amendment") is made and entered into this ____ day of _____, 2009, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Host International, Inc., a corporation organized under the laws of the State of Delaware, authorized to do business in the State of Florida, and having its office and principal place of business at 6905 Rockledge Drive, Bethesda, MD 20817 ("CONCESSIONAIRE").

WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, CONCESSIONAIRE, under that certain Lease and Concession Agreement between the parties dated August 18, 1998 (R-98-1293D), as amended (the "Agreement"), operates the food and beverage concession at the Airport; and

WHEREAS, the parties entered into that certain Seventh Amendment to the Agreement dated August 21, 2007 (R-2007-1283) (the "Seventh Amendment"), which provided for the extension of the term of the Agreement to October 17, 2024 in consideration of CONCESSIONAIRE's agreement to make an additional capital investment in the Assigned Premises; and

WHEREAS, CONCESSIONAIRE has requested additional time to satisfy its capital investment obligations under the Agreement; and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
2. **Replacement of Exhibit "A".** Exhibits "A" and "B" to the Agreement are hereby deleted in their entirety and replaced with Exhibit "A" to this Amendment.

3. **Deletion of Section 4 of Seventh Amendment.** Section 4 of the Seventh Amendment is hereby deleted in its entirety.

4. **Construction of Improvements.**

A. CONCESSIONAIRE shall complete the design, construction and installation of all Leasehold Improvements to the locations identified below, in accordance with the plans and specifications approved by the Department and the following schedule:

1. The Quiznos Subs on Concourse C (Concession Area C-2) shall be completed on or before October 1, 2009.
2. The Nick's Tomato Pie on Concourse C (Concession Area C-3) shall be completed on or before September 30, 2010.
3. The Starbucks Coffee on Concourse B (Concession Areas B-2 and B-4) shall be completed on or before September 30, 2010. In order to accommodate CONCESSIONAIRE's request to extend the construction deadline of the Starbucks Coffee on Concourse B, CONCESSIONAIRE acknowledges that COUNTY has granted Paradies-Palm Beach, LLC ("Retail Concessionaire"), a short-term license to use Concession Area B-4 pending commencement of construction by CONCESSIONAIRE. CONCESSIONAIRE shall provide COUNTY no less than forty-five (45) days prior written notice of the date construction is anticipated to commence on Concession Area B-4 to enable COUNTY to provide its Retail Concessionaire sufficient notice of termination of the license. Notwithstanding any provision of the Agreement to the contrary, CONCESSIONAIRE acknowledges and agrees the new Starbucks Coffee location on Concourse B (Concession Area B-4) shall not become part of the Assigned Premises until termination of the license with the Retail Concessionaire.
4. The Starbucks Coffee on Concourse C (Concession Area C-4) shall be completed on or before September 30, 2010. CONCESSIONAIRE shall remove all Leasehold Improvements from the existing Starbucks Coffee location (Concession Area C-1) and restore the area to substantially the same condition it was in upon delivery of possession to CONCESSIONAIRE by COUNTY, using materials of like kind and quality; provided, however, COUNTY will provide CONCESSIONAIRE with replacement carpeting for installation by CONCESSIONAIRE.

- B. The Concession Areas identified in this Section 4 shall be open for business no more than thirty (30) days from the date set forth above for completion of construction.
- C. CONCESSIONAIRE shall promptly notify COUNTY in writing of the issuance of certificates of occupancy for all Concession Areas.

5. **New Concepts.** Article 4.01(B)(1) of the Agreement is hereby amended to add the following facilities:

<u>Facility Type</u>	<u>Facility Name</u>	<u>Percentage Payment</u>
Sit Down Restaurant	Chili's Too	10.1%
Fast Food	Quiznos Subs	10.1%

6. **Replacement of Article 6.05(A).** Article 6.05(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

A. **First Additional Minimum Investment.** CONCESSIONAIRE shall expend a minimum of Two Million Eight Hundred Fifty Thousand Dollars (\$2,850,000) ("First Additional Investment") on or before September 30, 2010, on the Refurbishment (as hereinafter defined) of the Assigned Premises, and the design, construction and installation of the two (2) Starbucks Coffee locations, Quiznos Subs, Nicks Tomato Pie and Chili's Too. For purposes of this Article 6.05, "Refurbishment" shall mean all costs associated with Leasehold Improvements made for the purpose of introducing new concepts, updating, reconditioning and/or improving the Assigned Premises. For purposes of the First Additional Investment requirement, allowable costs shall include payments made by CONCESSIONAIRE to independent contractors for engineering, inspections, construction management services, and architectural design services; provided, however, that such costs shall be limited to twelve percent (12%) of the total First Additional Investment. In the event CONCESSIONAIRE expends less than the required First Additional Investment on or before September 30, 2010, CONCESSIONAIRE shall remit the difference to COUNTY by no later than December 31, 2010. The parties acknowledge and agree that the capital investment requirements set forth in Article 6.05 shall not be considered rental with the exception of any monetary payments required to be made by CONCESSIONAIRE to COUNTY. CONCESSIONAIRE acknowledges that COUNTY has the right to have the Assigned Premises returned free and clear of some or all of the Leasehold Improvements pursuant to Article XIV, including Leasehold Improvements constructed pursuant to Article 6.05. CONCESSIONAIRE further acknowledges that the Leasehold Improvements will likely be so closely associated with certain brand concepts of a franchise that COUNTY will require all or a portion of

the Leasehold Improvements to be removed prior to the end of the term of the Agreement in order to make the Assigned Premises ready for the introduction of new brands and concepts.

7. **Replacement of Article 6.05(F)(1).** Article 6.05(F)(1) of the Agreement is hereby deleted in its entirety and replaced with the following:

F. **Certified Construction Costs.**

1. On or before December 31, 2010, CONCESSIONAIRE shall submit a certified construction cost report executed by its Chief Financial Officer, which sets forth the Leasehold Improvement and Refurbishment costs incurred by CONCESSIONAIRE to satisfy the First Additional Minimum Investment requirement set forth in Article 6.05(A) ("Certified Construction Cost Report"). The Certified Construction Cost Report shall be in a form and detail reasonably satisfactory to COUNTY and identify costs by location. CONCESSIONAIRE shall submit such other documentation as reasonably requested by COUNTY evidencing the costs claimed by CONCESSIONAIRE in the Certified Construction Cost Report, which may include copies of invoices and receipts.

8. **Replacement of Article 8.06.** Article 8.06 of the Agreement is hereby deleted in its entirety and replaced with the following:

- 8.06 **Utilities.** COUNTY shall provide electricity and water used or consumed by CONCESSIONAIRE within the Assigned Premises; provided, however, CONCESSIONAIRE shall be responsible for payment of utility charges associated with the Assigned Premises as hereinafter provided. Gas expenses for the Assigned Premises shall be borne by CONCESSIONAIRE. CONCESSIONAIRE shall connect to all utilities, at CONCESSIONAIRE'S sole cost and expense, in accordance with applicable utility standards. On or before September 30, 2010, CONCESSIONAIRE shall install electrical meters at each location within the Assigned Premises. Notwithstanding the foregoing, COUNTY shall have the right to pro-rate utility charges for any utilities, which are not metered, in accordance with the methodology established by the Department for similar tenants and to invoice CONCESSIONAIRE for any and all such utility costs. CONCESSIONAIRE shall pay all utility costs, whether determined by metered usage or pro-ration, within thirty (30) days of the date of the Department's invoice.

9. **Net Book Value.** Article 6.06(H) of the Agreement is hereby deleted in its entirety and replaced with the following:

H. For purposes of the Agreement, the parties acknowledge the Net Book Value, as of March 27, 2009, of the following Concession Areas to be:

Concession Area	Net Book Value as of March 27, 2009
Rooney's Public House (Concession Area M-1)	\$535,481.10
Cinnabon (Concession Area M-2)	\$144,200.38
Sam Snead's Tavern (Concession Area M-3)	\$741,117.95
California Pizza Kitchen (Concession Area M-4)	\$366,156.90
Starbucks (Concession Area M-4)	\$117,547.67
Nick's Tomato Pie (Concession Area B-3)	\$0
Burger King (Concession Area B-3)	\$161,006.59
Nick's Tomato Pie (Concession Area C-3)	\$197,779.97

In accordance with Article 6.05(F)(5) of the Agreement, CONCESSIONAIRE shall update the inventory of Leasehold Improvements and depreciation schedule ("NBV Schedule"), attached hereto as Exhibit "B", upon completion of additional Leasehold Improvements to the Assigned Premises. CONCESSIONAIRE shall deliver the updated NBV Schedule to the Department for review and approval concurrent with delivery of the Certified Construction Cost Report(s) required pursuant to Article 6.05(F). The Net Book Value of all Leasehold Improvements shall be determined in accordance with Article VI of the Agreement.

10. **Correction of Scrivener's Error.** The parties acknowledge and agree that Article headings 25.02, 25.03, 25.04 and 25.05 in Article XXVI of the Agreement should properly refer to Article XXVI not Article XXV of the Agreement.

11. **Ratification of Agreement.** Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

12. **Conflict.** In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

13. **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by such reference.

14. **Paragraph Headings.** The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.

15. **Effective Date.** This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page left blank intentionally)

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

ATTEST:

Sharon R. Bock, Clerk and Controller

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
John F. Koons, Chairman

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Director - Department of Airports

Signed, sealed and delivered in the presence of two witnesses for CONCESSIONAIRE:

[Signature]
Signature
Lois A. Sprinkle
Name (type or print)

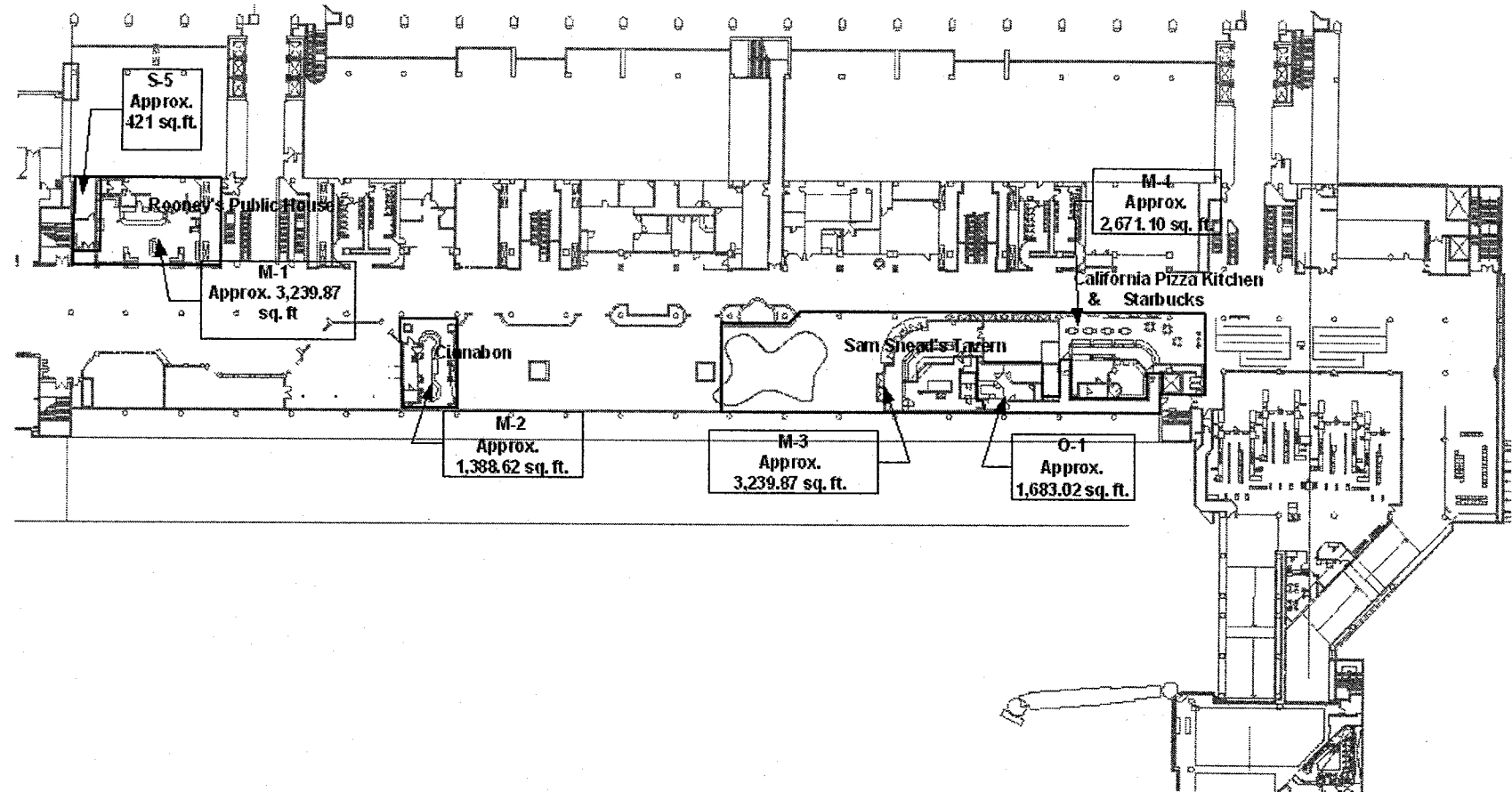
[Signature]
Signature
Sadye C. Sanders
Name (type or print)

CONCESSIONAIRE:
Host International, Inc.,
a Delaware Corporation

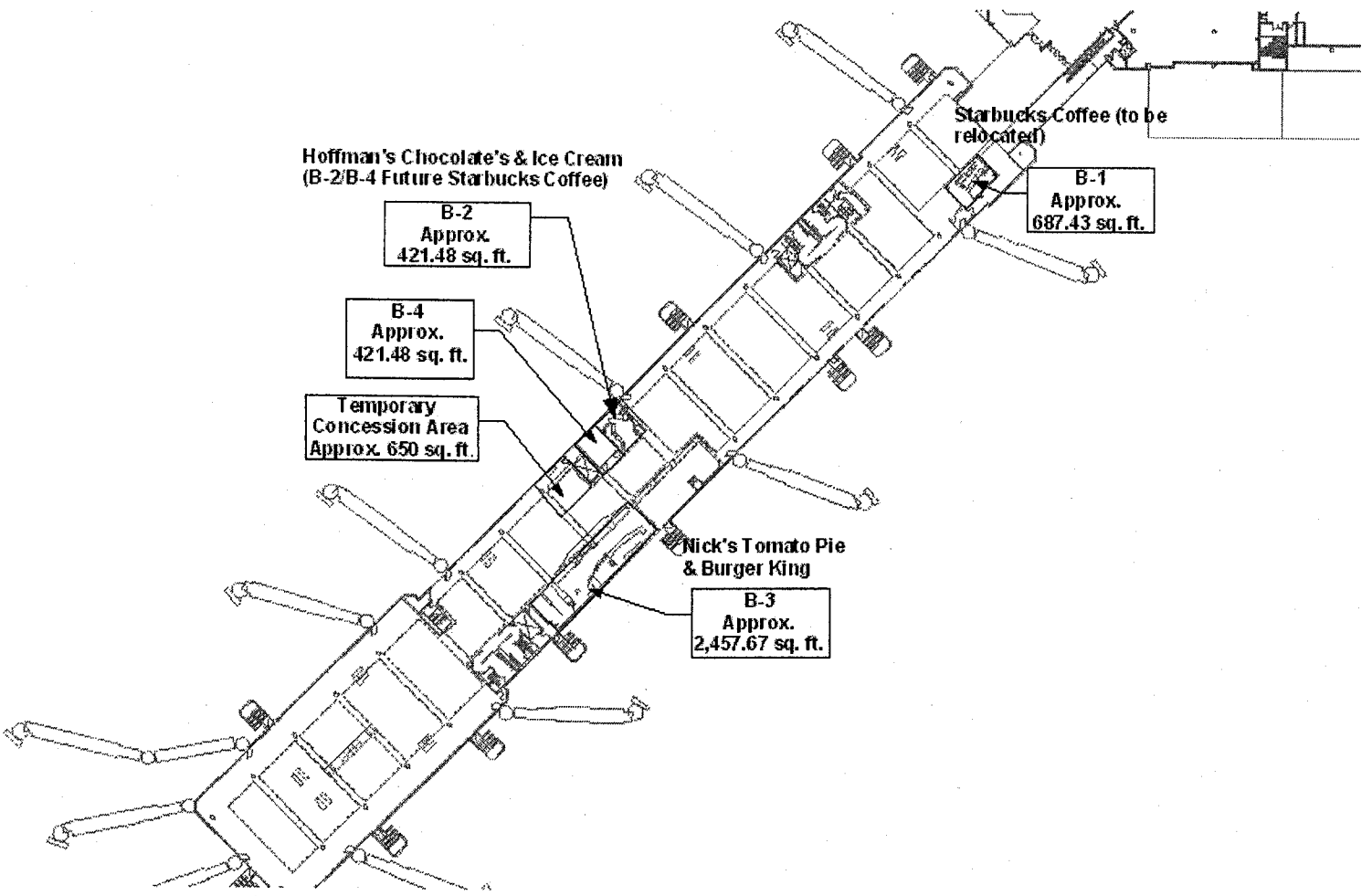
By: [Signature]
Richard M. Tappan
Name (type or print)
VP
Title

(Corporate Seal)

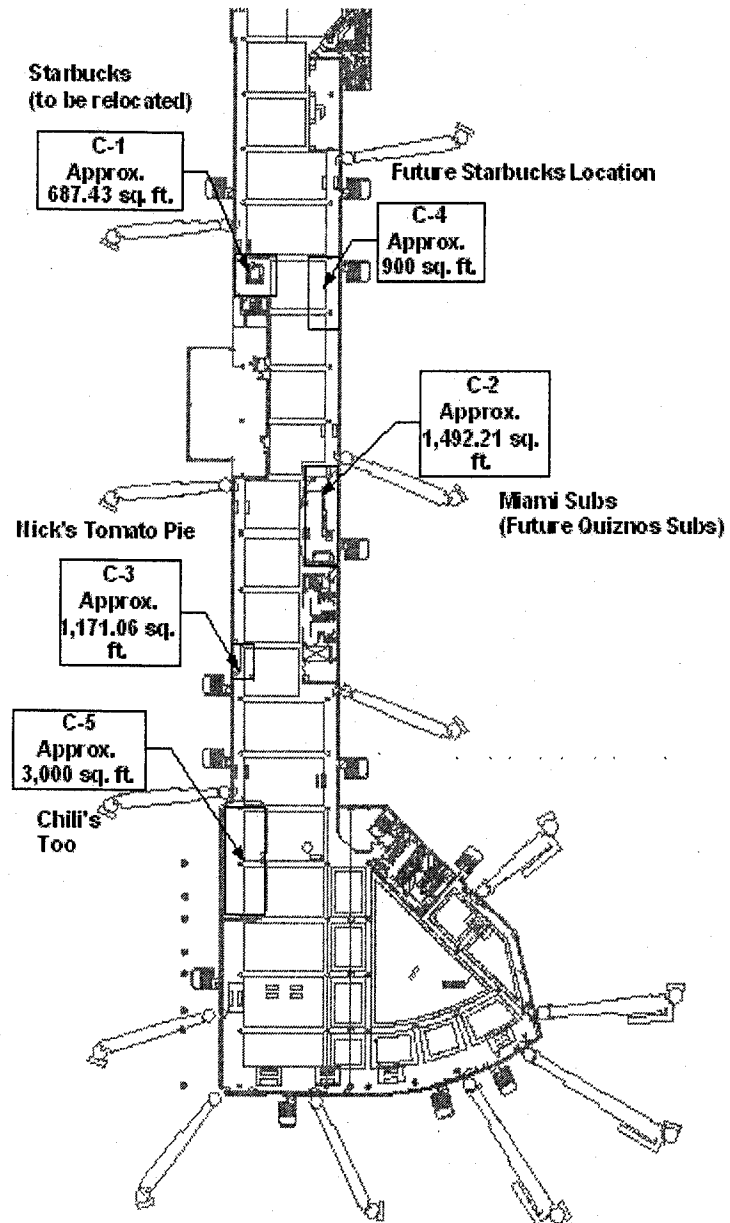
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Main Terminal - 2nd Level
Concession, Storage & Office Areas



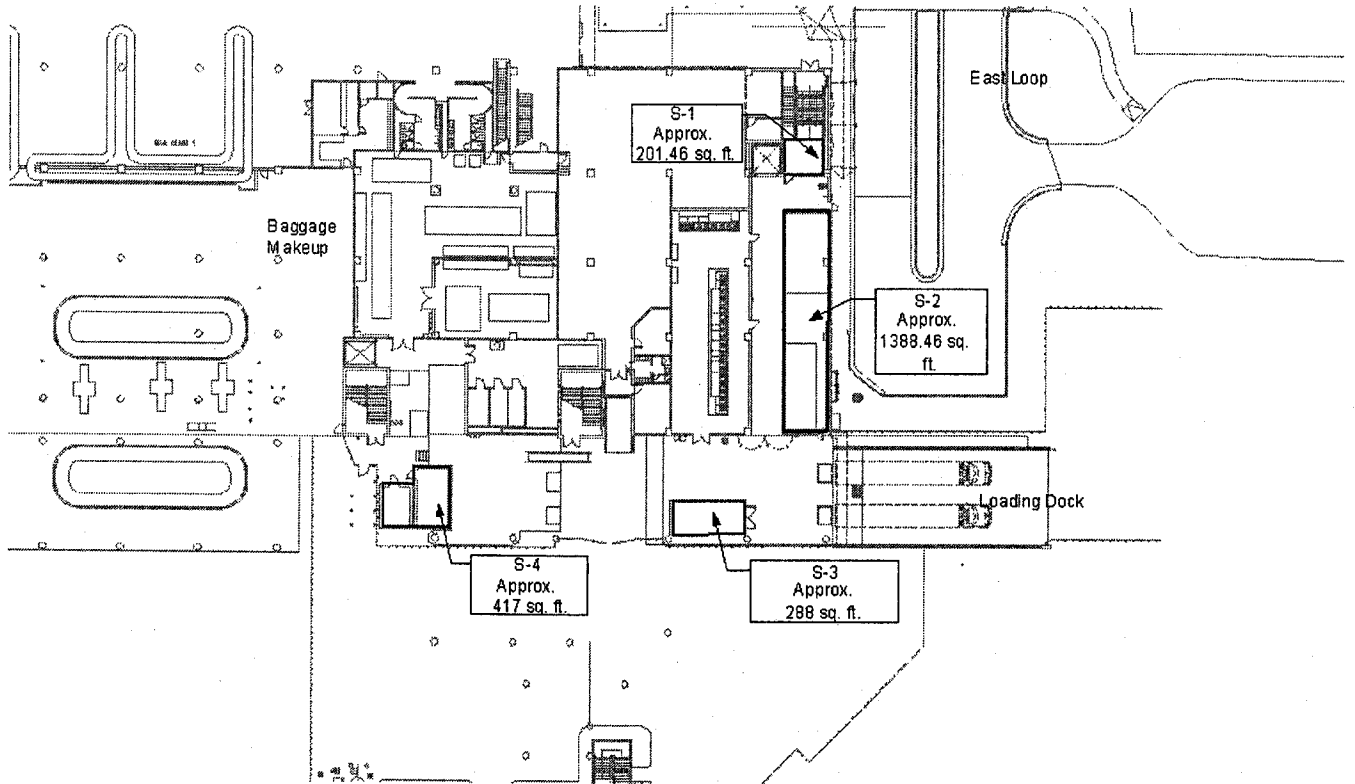
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Concourse B - 2nd Level
Concession Areas



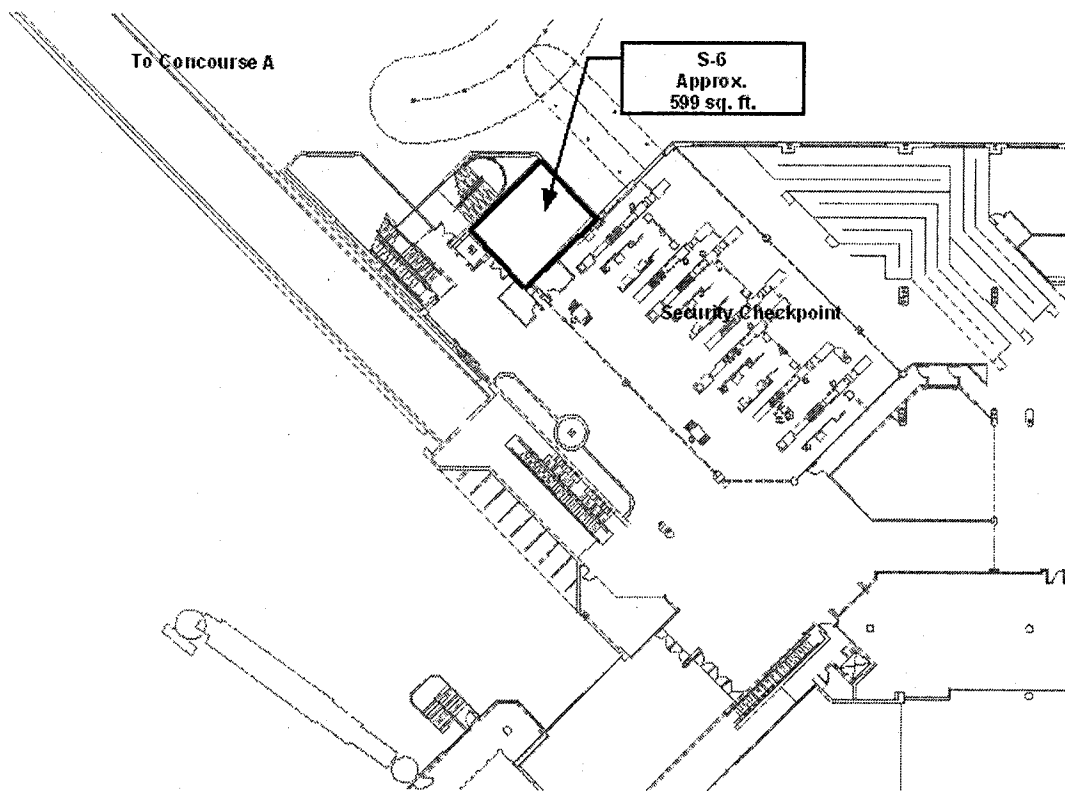
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Concourse C - 2nd Level
Concession Areas



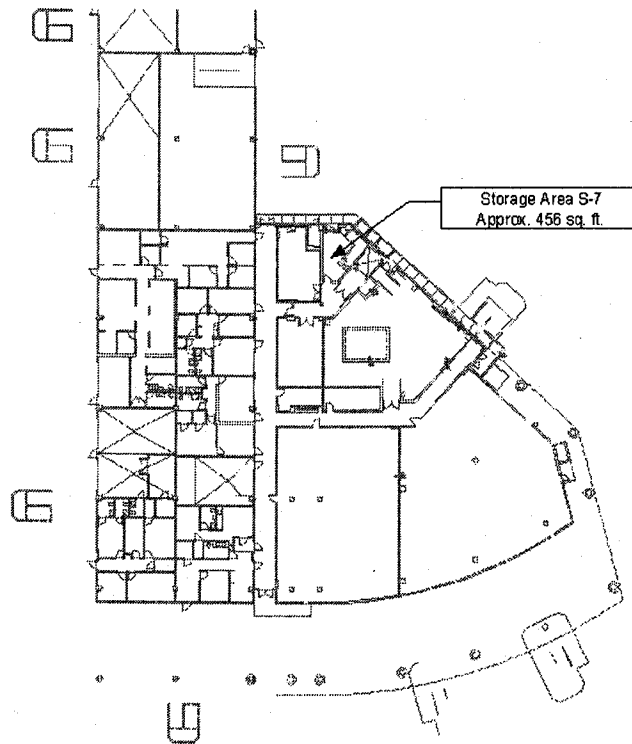
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Main Terminal - 1st Level (East)
Storage Areas



Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
2nd Level
Storage Area S-6



Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Concourse C - 1st Level
Storage Area S-7



Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Main Terminal - 3rd Level
Office Area O-2

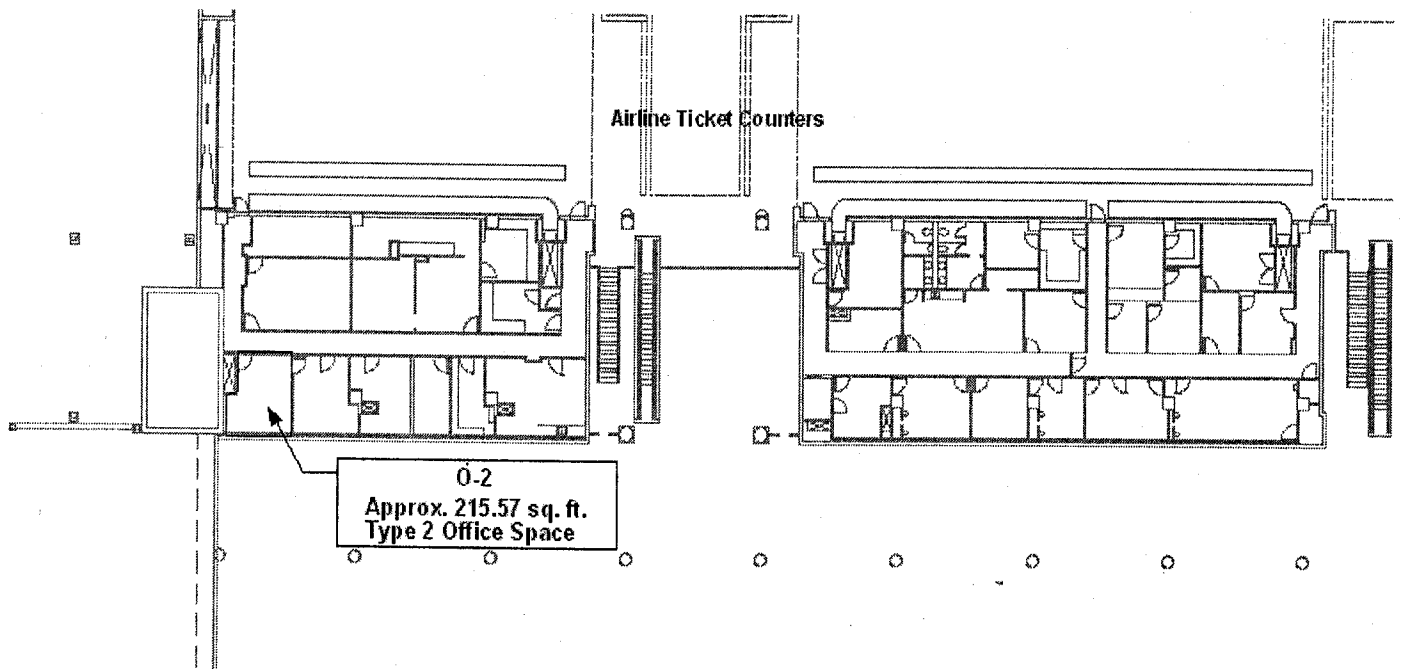


Exhibit "B"
NBV Schedule

Autogrill Group, Inc.												
NEV as of PD03 - 2009												
Concept Name : Pre Security Rooves												
3/27/2009 DATE												
Unit	Dept	Asset ID	Sum Cost	Category	In Service Dt	Descr	End of Primary Term	Asset Life (months)	Depr Per PD	# of Months Depreciated	Accum Depr	Net Book Value
PEI01	PEIRPH01	PEI010000331	631,704.25	LHIMP	12/21/1999	PEI-ROONEY'S PUBLIC HOUSE	10/17/2024	298	2,119.81	110	233,179.10	398,525.15
PEI01	PEIRPH01	PEI010000533	50,992.69	LHIMP	12/21/1999	PEI-ROONEY'S PUBLIC HOUSE	10/17/2024	298	168.10	110	18,491.00	31,601.69
PEI01	PEIRPH01	PEI010000544	14,656.23	LHIMP	12/21/1999	Refrigeration Walk-In Box	10/17/2024	298	49.18	110	5,409.80	9,246.42
PEI01	PEIRPH01	PEI010000679	1,289.09	LHIMP	12/21/1999	PEI - ROONEY'S PUBLIC HOUSE	10/17/2024	298	4.33	110	476.30	812.79
PEI01	PEIRPH01	PEI010000793	460.46	LHIMP	12/21/1999	Engineering Fees (I)	10/17/2024	298	1.53	110	170.50	289.96
PEI01	PEIRPH01	PEI010000799	(37,257.66)	LHIMP	12/21/1999	PEI-ROONEY'S PUBLIC HOUSE	10/17/2024	298	-126.70	110	(3,937.00)	(23,320.66)
PEI01	PEIRPH01	PEI010000828	119,292.55	LHIMP	12/21/1999	PEI-ROONEY'S PUBLIC HOUSE	10/17/2024	298	400.31	110	44,034.10	75,258.45
PEI01	PEIRPH01	PEI010000829	689.00	LHIMP	12/21/1999	Overhead & Profit	10/17/2024	298	2.31	110	254.10	434.90
PEI01	PEIRPH01	PEI010000951	5,512.00	LHIMP	5/1/2002	Water Equipment	10/17/2024	269	20.49	82	1,680.18	3,831.82
PEI01	PEIRPH01	000000010019	2,226.00	LHIMP	1/4/2004	General Requirements	10/17/2024	249	8.94	63	563.22	1,662.78
PEI01	PEIRPH01	T0000077	5,725.00	LHIMP	11/20/2005	General Requirements	10/17/2024	227	23.22	40	1,008.80	4,716.20
PEI01	PEIRPH01	T0000126	2,438.36	LHIMP	11/11/2006	General Requirements	10/17/2024	215	11.34	29	328.86	2,109.50
PEI01	PEIRPH01	T0000136	34,125.30	LHIMP	8/1/2007	Metals	10/17/2024	206	165.66	20	3,313.20	30,812.10
			830,453.26						2,850.54		294,972.16	535,481.10
		(I)	460.46			Total design, architectural, engineering and construction management fees						
			830,453.26			Total Leasehold improvements						
						0.06% Percentage of design, architectural, engineering, construction management fees to total leasehold improvements.						

Autogrill Group, Inc.												
NEV as of PD03 - 2009												
Concept Name : Presecurity Cinnabon												
3/27/2009 DATE												
Unit	Dept	Asset ID	Sum Cost	Category	In Service Dt	Descr	End of Primary Term	Asset Life (months)	Depr Per PD	# of Months Depreciated	Accum Depr	Net Book Value
PEI01	PEICIN01	PEI010000001	15,675.80	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	50.90	120	6,108.00	9,567.80
PEI01	PEICIN01	PEI010000002	24,575.49	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	79.79	120	9,574.60	15,000.89
PEI01	PEICIN01	PEI010000071	130,338.54	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	423.18	120	50,781.60	79,556.94
PEI01	PEICIN01	PEI010000073	7.06	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	0.02	120	2.40	4.66
PEI01	PEICIN01	PEI010000183	3,233.94	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	10.50	120	1,260.00	1,973.94
PEI01	PEICIN01	PEI010000184	2,825.68	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	9.17	120	1,100.40	1,725.28
PEI01	PEICIN01	PEI010000264	32,294.34	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	104.83	120	12,382.00	19,912.34
PEI01	PEICIN01	PEI010000270	327.46	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	1.06	120	127.20	200.26
PEI01	PEICIN01	PEI010000363	3,759.67	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	12.21	120	1,465.20	2,294.47
PEI01	PEICIN01	PEI010000451	6,833.09	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	22.19	120	2,662.80	4,170.29
PEI01	PEICIN01	PEI010000469	1,648.47	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	5.33	120	642.00	1,006.47
PEI01	PEICIN01	PEI010000492	637.54	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	2.07	120	248.40	389.14
PEI01	PEICIN01	PEI010000511	6,205.92	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	20.47	120	2,456.40	3,849.52
PEI01	PEICIN01	PEI010000661	498.61	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	1.62	120	194.40	304.21
PEI01	PEICIN01	PEI010000701	489.47	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	1.59	120	190.80	298.67
PEI01	PEICIN01	PEI010000702	249.30	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	0.81	120	97.20	152.10
PEI01	PEICIN01	PEI010000815	5,705.20	LHIMP	2/18/1999	PEI-CINNABON SPACE MAIN 16	10/17/2024	308	18.52	120	2,222.40	3,482.80
PEI01	PEICIN01	PEI010000944	742.00	LHIMP	1/29/2002	Water Equipment	10/17/2024	273	2.72	83	231.20	510.80
			236,147.58						767.02		91,947.20	144,200.38
						Total design, architectural, engineering and construction management fees						
			236,147.58			Total Leasehold improvements						
						0.000% Percentage of design, architectural, engineering, construction management fees to total leasehold improvements.						

Exhibit "B"
NBV Schedule

Autogrill Group, Inc.												
NBV as of PD03 - 2009												
Concept Name : Pre Security Sam Sneads												
3/31/2009 DATE												
Unit	Dept	Asset ID	Sum Cost	Category	In Service Dt	Descr	End of Primary Term	Asset Life (months)	Depr Per PD	# of Months Depreciated	Accum Depr	Net Book Value
PBD1	PBITTNO1	PBD10000800	2,001.59	LHIMP	12/21/1999	Architectural Fee (1)	10/17/2024	298	6.72	112	752.64	1,248.95
PBD1	PBITTNO1	PBD10000579	568,604.34	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	1,914.49	111	212,508.39	356,095.95
PBD1	PBITTNO1	PBD10000580	152,003.78	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	511.80	111	56,809.80	95,193.98
PBD1	PBITTNO1	PBD10000591	12,907.85	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	43.46	111	4,824.06	8,083.79
PBD1	PBITTNO1	PBD10000592	68,739.78	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	231.45	111	25,690.95	43,048.83
PBD1	PBITTNO1	PBD10000593	25,000.00	LHIMP	1/21/2000	Development Cost/Fees (1)	10/17/2024	297	84.18	111	9,343.98	15,656.02
PBD1	PBITTNO1	PBD10000612	3,050.00	LHIMP	1/21/2000	Refrigeration Walk-In Box	10/17/2024	297	10.27	111	1,139.97	1,910.03
PBD1	PBITTNO1	PBD10000613	5,600.00	LHIMP	1/21/2000	Refrigeration Walk-In Box	10/17/2024	297	18.86	111	2,093.46	3,506.54
PBD1	PBITTNO1	PBD10000614	22,333.04	LHIMP	1/21/2000	Refrigeration Walk-In Box	10/17/2024	297	75.20	111	8,347.20	13,985.84
PBD1	PBITTNO1	PBD10000615	5,889.00	LHIMP	1/21/2000	Refrigeration Walk-In Box	10/17/2024	297	19.83	111	2,201.13	3,687.87
PBD1	PBITTNO1	PBD10000676	235,011.14	LHIMP	1/21/2000	PBI - GOLF COURSE	10/17/2024	297	791.28	111	87,832.08	147,179.06
PBD1	PBITTNO1	PBD10000677	9,470.85	LHIMP	1/21/2000	PBI - GOLF COURSE	10/17/2024	297	31.89	111	3,539.79	5,931.06
PBD1	PBITTNO1	PBD10000678	137.88	LHIMP	1/21/2000	PBI - GOLF COURSE	10/17/2024	297	0.46	111	51.06	86.82
PBD1	PBITTNO1	PBD10000685	46,508.39	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	156.59	111	17,381.49	29,126.90
PBD1	PBITTNO1	PBD10000745	10,837.50	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	36.56	111	4,058.16	6,779.34
PBD1	PBITTNO1	PBD10000746	1,632.00	LHIMP	1/21/2000	Engineering Fees (1)	10/17/2024	297	5.49	111	609.39	1,022.61
PBD1	PBITTNO1	PBD10000804	214.40	LHIMP	1/21/2000	Architectural Fee (1)	10/17/2024	297	0.72	111	79.92	134.48
PBD1	PBITTNO1	PBD10000805	620.00	LHIMP	1/21/2000	Engineering Fees (1)	10/17/2024	297	2.09	111	231.99	388.01
PBD1	PBITTNO1	PBD10000812	15,333.64	LHIMP	1/21/2000	PBI-GOLF COURSE	10/17/2024	297	51.64	111	5,732.04	9,601.60
PBD1	PBITTNO1	PBD10000824	102,220.89	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	344.18	111	38,203.98	64,016.91
PBD1	PBITTNO1	PBD10000847	(152,003.78)	LHIMP	1/21/2000	PBI-SAM SNEAD'S TOUR TAVERN M	10/17/2024	297	-511.80	111	(56,809.80)	(95,193.98)
PBD1	PBITTNO1	T00000010020	2,846.79	LHIMP	1/4/2004	General Requirements	10/17/2024	249	11.43	64	731.52	2,115.27
PBD1	PBITTNO1	T0000001	29,800.00	LHIMP	10/2/2005	Materials	10/17/2024	216	137.96	31	4,276.76	25,523.24
PBD1	PBITTNO1	T0000208	0.00	LHIMP	9/6/2008	Plumbing	10/17/2024	193	0.00	8	0.00	0.00
PBD1	PBITTNO1	T0000209	0.00	LHIMP	9/6/2008	Plumbing	10/17/2024	193	0.00	8	0.00	0.00
PBD1	PBITTNO1	T0000208 A	1,799.51	LHIMP	9/6/2008	Plumbing	10/17/2024	193	9.32	8	74.56	1,724.95
PBD1	PBITTNO1	T0000209 A	250.28	LHIMP	9/6/2008	Plumbing	10/17/2024	193	1.30	8	10.40	239.88
			1,170,832.87						3,983.37		429,714.92	741,117.95
		(1)	29,467.99			Total design, architectural, engineering and construction management fees						
			1,170,832.87			Total Leasehold Improvements						
						2.52% Percentage of design, architectural, engineering, construction management fees to total leasehold improvements.						

Autogrill Group, Inc.												
NBV as of PD03 - 2009												
Concept Name : Pre Security CPK												
3/31/2009 DATE												
Unit	Dept	Asset ID	Sum Cost	Category	In Service Dt	Descr	End of Primary Term	Asset Life (months)	Depr Per PD	# of Months Depreciated	Accum Depr	Net Book Value
PBD1	PBICPK01	PBD10000343	266,667.13	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	883.00	115	101,545.00	165,122.13
PBD1	PBICPK01	PBD10000346	46,542.24	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	154.11	115	17,722.65	28,819.59
PBD1	PBICPK01	PBD10000414	5,893.24	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	19.51	115	2,243.65	3,649.59
PBD1	PBICPK01	PBD10000422	11,240.00	LHIMP	8/7/1999	Refrigeration Walk-In Box	10/17/2024	302	37.22	115	4,280.30	6,959.70
PBD1	PBICPK01	PBD10000464	11,920.78	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	39.47	115	4,539.03	7,381.75
PBD1	PBICPK01	PBD10000465	5,211.53	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	18.25	115	2,098.75	3,112.78
PBD1	PBICPK01	PBD10000479	198,212.86	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	656.33	115	75,477.95	122,734.91
PBD1	PBICPK01	PBD10000491	999.33	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	3.31	115	380.65	618.68
PBD1	PBICPK01	PBD10000507	9,884.46	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	32.73	115	3,763.95	6,120.51
PBD1	PBICPK01	PBD10000527	781.56	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	2.59	115	297.85	483.71
PBD1	PBICPK01	PBD10000683	1,158.02	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	3.83	115	440.45	717.57
PBD1	PBICPK01	PBD10000796	1,533.73	LHIMP	8/7/1999	Cabing / Wiring	10/17/2024	302	5.14	115	591.10	942.63
PBD1	PBICPK01	PBD10000797	3,625.00	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	12.00	115	1,380.00	2,245.00
PBD1	PBICPK01	PBD10000798	1,600.00	LHIMP	8/7/1999	Architectural Fees (1)	10/17/2024	302	5.30	115	609.50	990.50
PBD1	PBICPK01	PBD10000813	20,423.84	LHIMP	8/7/1999	PBI-CA, PIZZA KITCHEN ASAP	10/17/2024	302	67.63	115	7,777.45	12,646.39
PBD1	PBICPK01	T0000212	1,195.49	LHIMP	5/26/2008	General Requirements	10/17/2024	197	6.07	11	66.77	1,128.72
PBD1	PBICPK01	T0000212A	643.72	LHIMP	5/26/2008	General Requirements	10/17/2024	197	3.27	11	35.97	607.75
PBD1	PBICPK01	T0000206	0.00	LHIMP	7/18/2008	Plumbing	10/17/2024	195	0.00	9	0.00	(0.00)
PBD1	PBICPK01	T0000206A	1,630.26	LHIMP	7/18/2008	Plumbing	10/17/2024	195	8.36	9	75.24	1,555.02
			589,483.18						1,938.12		223,326.28	366,156.90
		(1)	1,600.00			Total design, architectural, engineering and construction management fees						
			589,483.18			Total Leasehold Improvements						
						0.271% Percentage of design, architectural, engineering, construction management fees to total leasehold improvements.						

Exhibit "B"
NBV Schedule

Autogrill Group, Inc.												
NBV as of PD03 - 2009												
Concept Name : Starbucks Main Terminal												
3/23/2009 DATE												
Unit	Dept	Asset ID	Sum Cost	Category	In Service Dt	Description	End of Primary Term	Asset Life (months)	Depr Per PD	# of Months Depreciated	Accum Depr	Net Book Value
PEI01	PBISTA02	PBID10000029	92,729.30	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	301.07	122	36,730.54	55,998.76
PEI01	PBISTA02	PBID10000030	21,639.66	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	70.26	122	8,571.22	13,068.44
PEI01	PBISTA02	PBID10000078	282.83	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	0.92	122	112.24	170.59
PEI01	PBISTA02	PBID10000079	7.06	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	0.02	122	2.44	4.62
PEI01	PBISTA02	PBID10000188	10,530.54	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	34.19	122	4,171.18	6,359.36
PEI01	PBISTA02	PBID10000272	44,130.47	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	143.28	122	17,480.16	26,650.31
PEI01	PBISTA02	PBID10000299	3,155.34	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	10.24	122	1,249.28	1,906.06
PEI01	PBISTA02	PBID10000300	15,000.00	LHIMP	2/25/1999	Development Cost/Fees (1)	10/17/2024	308	48.70	122	5,941.40	9,058.60
PEI01	PBISTA02	PBID10000364	916.73	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	2.98	122	363.56	553.17
PEI01	PBISTA02	PBID10000452	1,666.12	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	5.41	122	660.02	1,006.10
PEI01	PBISTA02	PBID10000471	66.44	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	0.22	122	26.84	39.60
PEI01	PBISTA02	PBID10000496	155.45	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	0.50	122	61.00	94.45
PEI01	PBISTA02	PBID10000517	1,837.18	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	5.96	122	727.12	1,110.06
PEI01	PBISTA02	PBID10000556	121.58	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	0.39	122	47.58	74.00
PEI01	PBISTA02	PBID10000706	180.15	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	0.58	122	70.76	109.39
PEI01	PBISTA02	PBID10000783	400.81	LHIMP	2/25/1999	Electrical	10/17/2024	308	1.30	122	158.60	242.21
PEI01	PBISTA02	PBID10000820	1,391.11	LHIMP	2/25/1999	PBI STARBUCKS EXPRESSO	10/17/2024	308	4.52	122	551.44	839.67
PEI01	PBISTA02	PBID10000846	434.80	LHIMP	2/25/1999	Counter Top	10/17/2024	308	1.41	122	172.02	262.78
			194,645.57								77,097.90	117,547.67
		(1)	15,000.00			Total design, architectural, engineering and construction management fees						
			194,645.57			Total Leasehold Improvements						
						7.71% Percentage of design, architectural, engineering, construction management fees to total leasehold improvements.						

Autogrill Group, Inc.												
NBV as of PD03 - 2009												
Concept Name : Concourse B Burger King												
3/27/2009 DATE												
Unit	Dept	Asset ID	Sum Cost	Category	In Service Dt	Description	End of Primary Term	Asset Life (months)	Depr Per PD	# of Months Depreciated	Accum Depr	Net Book Value
PEI01	PBIBKG01	PEI010000308	182,641.41	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	600.79	116	69,691.64	112,949.77
PEI01	PBIBKG01	PEI010000309	23,516.40	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	77.36	116	8,973.76	14,542.64
PEI01	PBIBKG01	PEI010000382	28,224.83	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	92.84	116	10,769.44	17,455.39
PEI01	PBIBKG01	PEI010000457	3,728.94	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	12.27	116	1,423.32	2,305.62
PEI01	PBIBKG01	PEI010000487	7,289.25	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	23.98	116	2,781.68	4,507.57
PEI01	PBIBKG01	PEI010000493	4,700.73	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	15.46	116	1,793.36	2,907.37
PEI01	PBIBKG01	PEI010000512	3,441.26	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	11.32	116	1,313.12	2,128.14
PEI01	PBIBKG01	PEI010000662	272.10	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	0.90	116	104.40	167.70
PEI01	PBIBKG01	PEI010000663	2,025.80	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	6.66	116	772.56	1,253.24
PEI01	PBIBKG01	PEI010000703	403.16	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	1.33	116	154.28	248.88
PEI01	PBIBKG01	PEI010000790	994.00	LHIMP	6/21/1999	PBI-BURGER KING EXPRESS	10/17/2024	304	3.27	116	379.32	614.68
PEI01	PBIBKG01	PEI010000816	-	LHIMP	6/21/1999	Cabling / Wiring	10/17/2024	304	0.00	116	0.00	0.00
PEI01	PBIBKG01	PEI010000817	3,113.43	LHIMP	6/21/1999	General Requirements	10/17/2024	304	10.24	116	1,187.84	1,925.59
			260,351.31								99,344.72	161,006.59
						Total design, architectural, engineering and construction management fees						
			260,351.31			Total Leasehold Improvements						
						0.000% Percentage of design, architectural, engineering, construction management fees to total leasehold improvements.						

Exhibit "B"
NBV Schedule

Autogrill Group, Inc.												
NEV as of PD03 - 2009												
Concept Name : Concourse C Nicks Tomato												
3/27/2009 DATE												
Unit	Dept	Asset ID	Sum Cost	Category	In Service Dt	Descr	End of Primary Term	Asset Life (in months)	Depr Per PD	# of Months Depreciated	Accum Depr	Net Book Value
PB01	PBINTP02	T0000093	4,250.00	LHIMP	12/19/2003	Interior Design Fees (1)	10/17/2024	250	17.00	63	1,071.00	3,179.00
PB01	PBINTP02	T0000010	29,542.00	LHIMP	12/19/2003	Wood/Plastics	10/17/2024	250	118.17	63	7,444.71	22,097.29
PB01	PBINTP02	T0000011	22,000.00	LHIMP	12/19/2003	Counter Tops	10/17/2024	250	88.00	63	5,344.00	16,656.00
PB01	PBINTP02	T0000012	48,696.20	LHIMP	12/19/2003	General Requirements	10/17/2024	250	194.78	63	12,271.14	36,425.06
PB01	PBINTP02	T0000013	12,700.00	LHIMP	12/19/2003	Wood / Plastics	10/17/2024	250	50.80	63	3,200.40	9,499.60
PB01	PBINTP02	T0000014	4,500.00	LHIMP	12/19/2003	Doors, Windows & Glass	10/17/2024	250	18.00	63	1,134.00	3,366.00
PB01	PBINTP02	T0000015	19,700.00	LHIMP	12/19/2003	Finishes	10/17/2024	250	78.80	63	4,964.40	14,735.60
PB01	PBINTP02	T0000016	66,225.00	LHIMP	12/19/2003	HVAC	10/17/2024	250	264.90	63	16,688.70	49,536.30
PB01	PBINTP02	T0000017	31,205.00	LHIMP	12/19/2003	Electrical	10/17/2024	250	124.82	63	7,863.66	23,341.34
PB01	PBINTP02	T0000019	20,910.72	LHIMP	12/19/2003	Architectural Fees (1)	10/17/2024	250	83.64	63	5,269.32	15,641.40
PB01	PBINTP02	T0000020	2,487.00	LHIMP	12/19/2003	Electrical	10/17/2024	250	9.95	63	626.85	1,860.15
PB01	PBINTP02	T0000138	1,810.00	LHIMP	9/15/2007	HVAC	10/17/2024	205	8.83	19	167.77	1,642.23
			264,025.92						1,057.69		66,245.95	197,779.97
		(1)	25,160.72	Total design, architectural, engineering and construction management fees								
			264,025.92	Total Leasehold Improvements								
			9.53%	Percentage of design, architectural, engineering construction management fees to total leasehold improvements.								