

**CONSENT TO TRANSFER**

This Consent to Transfer (this “**Consent Agreement**”), dated as of NOV 28 2018, 2018 for reference purposes only, is entered into by and between the City and County of San Francisco, acting by and through its Airport Commission (“**City**”), and HBF SOTO JV, LLC, with reference to the following facts.

**Recitals**

- A. City is the landlord under those certain leases and permits listed below (the “**Agreements**”) between City and HBF SOTO JV, LLC, as such Agreements may have been amended by agreement between City and HBF SOTO JV, LLC:
  - i. Lease No. 10-0031, dated June 30, 2010;
  - ii. Lease No. 10-0036, dated April 30, 2010;
  - iii. Non-Airline Terminal Space or Use Permit No. 4142;
  - iv. Non-Airline Terminal Space or Use Permit No. 4143;
  - v. Trash Compactor Permit No. 4168, dated May 1, 2011; and
  - vi. Non-Airline Terminal Space or Use Permit No. 4149.
  
- B. HBF SOTO JV, LLC has requested that City consent to the acquisition by m Hojeij Branded Foods, LLC (the holder of a majority interest in HBF SOTO JV, LLC), by HDS Retail North America, LLC, an indirect subsidiary of Lagardère SCA (collectively, the “**Transfer**”).
  
- C. City is or will be the landlord under certain leases with other retail and food and beverage concession tenants in which The Paradies Shops, LLC, an indirect subsidiary of HDS Retail North America, LLC, holds a majority interest, as follows:
  - i. Lease No. 11-0211, dated March 26, 2012;
  - ii. Lease No. 11-0311, dated June 13, 2017;
  - iii. Lease No. 18-0212 (awarded, pending Board of Supervisors approval); and
  - iv. Lease No. 18-0204 (awarded, pending Board of Supervisors approval).

Airport Commission  
OCT 30 2018  
Revenue Development and Management  
ORIGINALS

**Consent**

City grants such consent to the Transfer on the following terms and conditions:

- 1. City’s consent to the Transfer shall be applicable only to the Transfer and no further transfer, assignment or subletting shall be permitted without City’s prior written consent, which consent may be granted or denied in City’s sole discretion. This Consent Agreement is limited to its specific purpose and shall not constitute a modification or amendment of the Agreements.

2. HBF SOTO JV, LLC, acknowledges and agrees that it is and shall remain fully and primarily responsible and liable for the payment of all rental, fees and other sums payable under the Agreements, and all other terms, conditions, and obligations required of HBF SOTO JV, LLC, under the Agreements.
  
3. This Consent Agreement does not give HBF SOTO JV, LLC, any rights under the Agreements except those expressly granted by this Consent Agreement. HBF SOTO JV, LLC, has full power and authority to enter into this Consent Agreement, and the individuals executing this Consent Agreement on behalf of HBF SOTO JV, LLC, have the right, power and authority to bind HBF SOTO JV, LLC, to the terms and conditions of this Consent Agreement. This Consent Agreement contains all of the covenants, conditions and agreements between the parties related to the consent to transfer and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

///

IN WITNESS WHEREOF, the parties have executed this Consent Agreement as of the date first set forth above.

HBF SOTO JV, LLC

By:   
 Name: Regynald Washington  
 Title: President

CITY AND COUNTY OF SAN FRANCISCO,  
 a municipal corporation, acting by and through its  
 Airport Commission

By:   
 Ivar C. Satero  
 Airport Director UF CJ

Approved as to Form:  
 Dennis J. Herrera  
 City Attorney

By:   
 Deputy City Attorney

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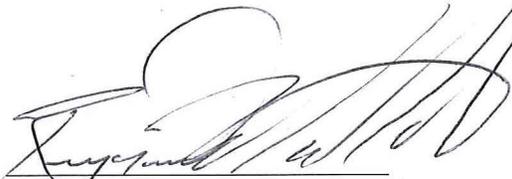
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By:   
Name: Regynald Washington  
Title: President

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a municipal corporation, acting by and through its  
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By:   
Ivar C. Satero  
Airport Director cf CN

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney

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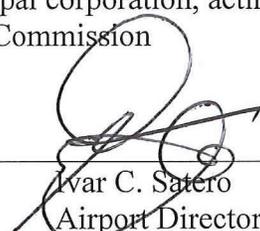
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By:   
Name: Regynald Washington  
Title: President

By:   
Ivar C. Satero  
Airport Director uf cn

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney



HOJEIJ BRANDED FOODS

1750 The Exchange, Suite 200  
Atlanta, GA 30339

October 25, 2018

Via Overnight Mail

Ms. Cheryl Nashir  
Director  
Revenue Development and Management  
San Francisco International Airport  
PO Box 8097  
San Francisco, CA 94128

RE: Consent to Transfer Lease Nos. 10-0031 and 10-0036

Dear Ms. Nashir:

Please find enclosed three copies of the above-reference Consent to Transfer executed on behalf of HBF SOTO JV, LLC. Please return a copy for our files once executed on behalf of the airport.

Let me know if you have any questions or need additional information. Thank for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew Weddig'.

Andrew Weddig  
Chief Development Officer  
Hojeij Branded Foods, LLC  
Managing Member of HBF SOTO JV, LLC