

**AMENDMENT NO. 3 TO
SPECIALTY COFFEE FACILITIES IN THE DOMESTIC TERMINAL BUILDINGS
LEASE NO. 03-0069
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 3 TO SPECIALTY COFFEE FACILITIES LEASE NO. 03-0069 AT THE SAN FRANCISCO INTERNATIONAL AIRPORT ("Amendment"), dated as of MAR 16 2021 ("Effective Date"), is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its AIRPORT COMMISSION ("City"), as landlord, and GOTHAM ENTERPRISES, LLC ("Tenant"), as tenant.

RECITALS

A. Tenant operates one remaining Peet's Coffee & Tea facility in Terminal 3 of the San Francisco International Airport ("Airport") under Lease No. 03-0069, dated November 10, 2003, as amended by Amendment No. 1 dated April 21, 2015, and Amendment No. 2 dated December 19, 2017 (collectively, as amended, the "Lease").

B. As to Tenant's remaining Peet's Coffee & Tea facility in Terminal 3 (the "T3 Peet's Facility"), the Term of the Lease will expire December 31, 2020.

C. As part of the Airport's ongoing facilities improvement efforts, the next planned Terminal 3 renovation will include a new concessions program in Terminal 3 West ("T3 West"), between Gates F1 and F4, replacing the stores and restaurants that are currently located on the departures level. The Airport anticipated that base building work would have commenced in these locations at the beginning of 2021. Due to the COVID-19 pandemic, the T3 West Project is currently on hold.

D. To preserve customer service and maintain revenue, and to accommodate the construction schedule of the T3 West project, City and Tenant have agreed to extend the Term for the Lease for the T3 Peet's Facility to December 31, 2023, and modify certain other terms of the Lease as set forth below.

E. All capitalized terms not otherwise defined herein shall have the same meaning given to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration the sufficiency of which is hereby acknowledged, City and Tenant hereby agree to amend the Lease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. **Term.** The Expiration Date applicable to Tenant's remaining Terminal 3 Premises is extended to December 31, 2023. City may terminate the Lease earlier at its sole and absolute discretion by providing six months' advance written notice to Tenant.

3. **Minimum Annual Guarantee ("MAG").** Subject to Section 4.12 of the Lease [Severe Decline in Enplanements], MAG shall continue to be payable and subject to upward adjustment in accordance with the Lease.

4. **Entire Agreement.** This Amendment contains all of the representations and the entire agreement between the parties with respect to the subject matter of this agreement. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of the Amendment are superseded in their entirety by this Amendment. No prior drafts of this Amendment or changes between those drafts and the executed version of this Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider such drafts in interpreting this Amendment.

5. **Miscellaneous.** This Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Amendment is made for the purpose of setting forth certain rights and obligations of Tenant and City, and no other person shall have any rights hereunder or by reason hereof as a third party beneficiary of otherwise. Each party hereto shall execute, acknowledge and deliver to each other party all documents, and shall take all actions, reasonably requested by such other party from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Amendment. This Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Amendment. This Amendment shall be governed by the laws of the State of California. Neither this Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

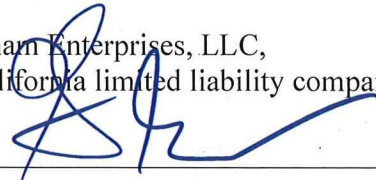
6. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

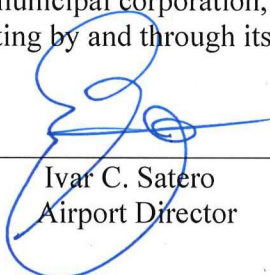
TENANT: Gotham Enterprises, LLC,
a California limited liability company

By: 

Name: Glenn Meyers
(type or print)

Title: Managing Member

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


Ivar C. Satero
Airport Director

RIB ON

AUTHORIZED BY AIRPORT
COMMISSION

Resolution: 20-0157

Adopted: September 15, 2020

Attest: 
Secretary
Airport Commission

APPROVED AS TO FORM:
DENNIS J. HERRERA,
City Attorney

By: 
Deputy City Attorney

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