

**AMENDMENT NO. 2 TO
DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE
NO. 03-0200
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 2 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE NO. 03-0200 AT THE SAN FRANCISCO AIRPORT (“Amendment No. 2”), dated as of _____, for reference purposes only, is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “City”), acting by and through the SAN FRANCISCO AIRPORT COMMISSION (the “Airport”), as landlord, and SSP AMERICA, INC., as tenant (“Tenant”).

RECITALS

A. The City and a predecessor of Tenant entered into Domestic Terminal Food and Beverage Lease No. 03-0200, dated September 29, 2003 (the “Lease”) for a certain concession space located at the Airport in Domestic Terminal 3 East (the “Premises”). On August 13, 2013, pursuant to Resolution No. 13-0176, the Airport Commission approved Amendment No. 1 to the Lease in order to accommodate the Terminal 3 East expansion, including replacement premises, reimbursement of unamortized construction investments, and a new commencement date. Tenant relocated, re-concepted and opened as the Union Street Gastropub on November 18, 2015.

B. The Premises is currently comprised of one location measuring approximately 2,654 square feet.

C. The Airport and Tenant have agreed to expand the Premises and modify certain other terms of the Lease, as set forth below.

D. 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. **Premises.** The Premises shall be expanded from approximately 2,654 square feet to approximately 3,111 square feet. Exhibit A of the Lease is deleted and replaced with the Exhibit A attached to this Amendment No. 2.

3. **Minimum Annual Guarantee.** The Minimum Annual Guarantee shall be adjusted to \$166,439.00 to reflect the change to the Premises.

4. **Annual Promotional Charge.** The Promotional Charge shall be increased to \$3,111.00 per year to reflect the change to the Premises.

5. **Effective Date.** This Amendment No. 2 shall be deemed effective on the date of execution by the Airport following full City approval: _____

6. **Entire Agreement.** This Amendment No. 2 contains all of the representations and the entire agreement between the parties with respect to the subject matter of this Amendment No. 2. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of the Amendment No. 2 are superseded in their entirety by this Amendment No. 2. No prior drafts of this Amendment No. 2 or changes between those drafts and the executed version of this Amendment No. 2 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 No. 2.

7. **Miscellaneous.** This Amendment No. 2 shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Amendment No. 2 is made for the purpose of setting forth certain rights and obligations of Tenant and the Airport, 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 No. 2. This Amendment No. 2 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 No. 2 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 No. 2. This Amendment No. 2 shall be governed by the laws of the State of California. Neither this Amendment No. 2 nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

8. **Full Force and Effect.** Except as specifically amended by this Amendment No. 2, 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 No. 2 as of the Effective Date.

TENANT: SSP America, Inc.,
a California corporation

By:  _____

Name: Patrick Murray
(type or print)

Title: EVP Business Development

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

Ivar C. Satero
Airport Director

AUTHORIZED BY AIRPORT COMMISSION

Resolution: _____

Adopted: _____

Attest: _____

Secretary
Airport Commission

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

By:  _____
Deputy City Attorney

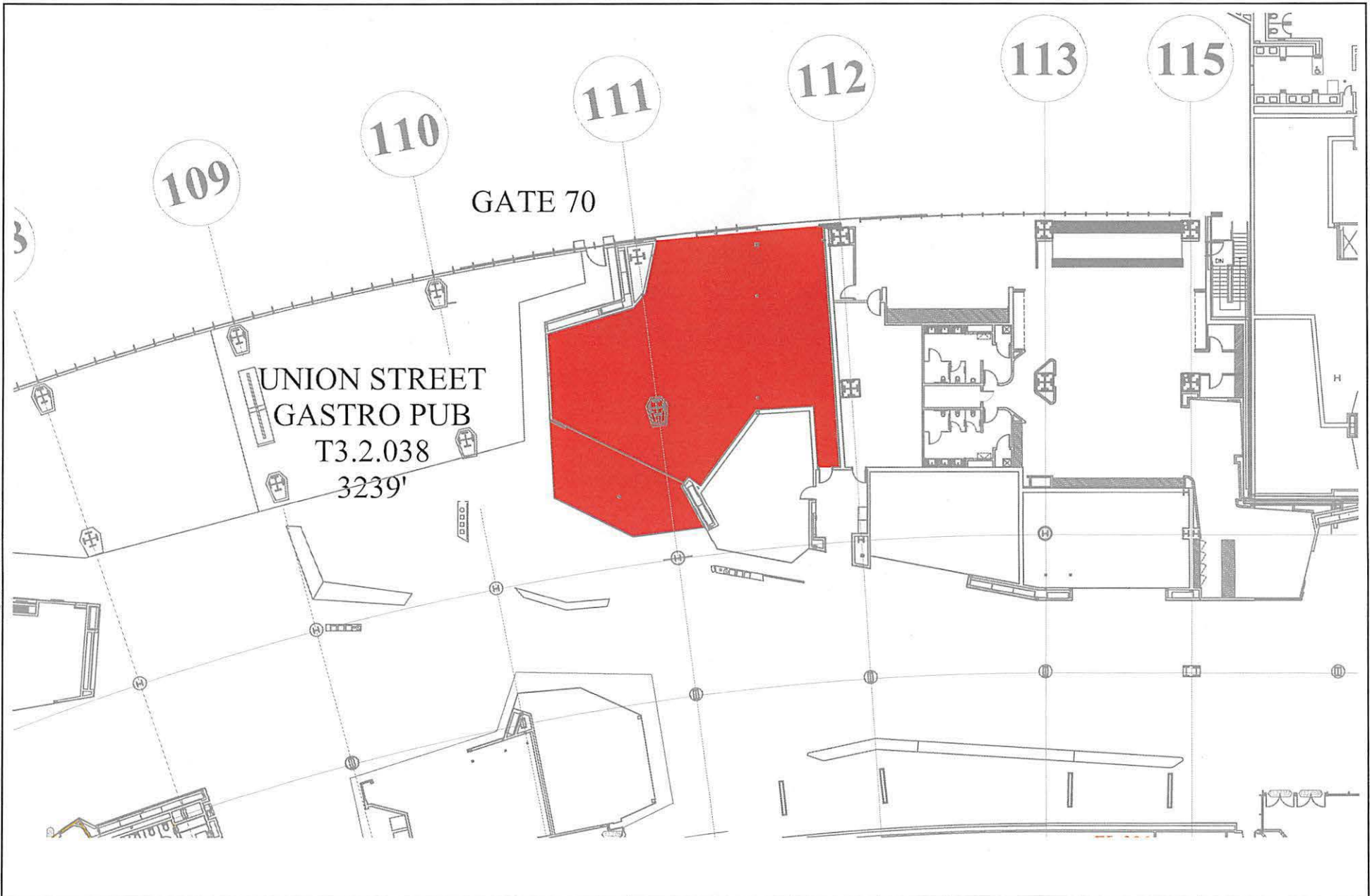
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**EXHIBIT A
PREMISES**

One facility (T3.2.038), comprising approximately 3,111 square feet of space located in the Domestic Terminal 3 (East) at San Francisco International Airport, as described on the attached drawing:

CAD to be inserted

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LEASE DRAWING		ROOM NUMBER	AREA	CAT	CONTRACT	EFF. DATE
		T3.2.038	3239'	1	L03-0200	03/01/2017
LOCATION: TERMINAL 3 LEVEL 2						
TENANT: SSP AMERICA						
AIRPORT COMMISSION		DWG: T32UNSTGASTROPUB				
CITY & COUNTY OF SAN FRANCISCO		DATE: 03/16/2017				
SAN FRANCISCO INTERNATIONAL AIRPORT		SCALE: NTS				

