

1 [Airport Concession Leases – Subway, Jalapeno Grill, Guava & Java, and Mission Bar & Grill]
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3 **Resolution approving Amendment No. 1, retroactive to April 14, 2011, to Domestic**
4 **Terminal Food and Beverage Lease No. 03-0185 with Baysubway Airport (“Subway”);**
5 **No. 03-0187 with Luna Azul Corporation (“Jalapeno Grill”); No. 03-0191 with Guava &**
6 **Java (SFO), Inc. (“Guava & Java”); and No. 03-0199 with Burger Joint, Inc. (“Mission**
7 **Bar & Grill”), and the City and County of San Francisco, acting by and through its**
8 **Airport Commission.**
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10 WHEREAS, The Airport has closed Boarding Area E for approximately one year for
11 major renovations; and

12 WHEREAS, During this renovation, Subway, Jalapeno Grill, and Guava & Java, will
13 lose approximately 80% of passenger traffic which supports their businesses while Mission
14 Bar & Grill is required to close its facility; and

15 WHEREAS, The Airport Commission approved Resolution Nos. 11-0080, 11-0081,
16 11-0082, and 11-0083, which includes suspension and reinstatement of the Minimum Annual
17 Guarantee, Tenant Infrastructure Fee and Food Court Fee; now, therefore, be it

18 **RESOLVED**, That the Board of Supervisors hereby approves Amendment No. 1,
19 retroactive to April 14, 2011, to Lease No. 03-0185 with Baysubway Airport; No. 03-0187 with
20 Luna Azul Corporation; No. 03-0191 with Guava & Java (SFO), Inc.; and No. 03-0199 with
21 Burger Joint, Inc., as follows:

22 1. Period of Suspension and Reinstatement of Fees

- 23 • The Renovation Period commences on April 14, 2011.
24 • The Renovation Period end on the day upon which the majority of the gates on
25 Boarding Area E are reoccupied by airlines.

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2. Minimum Annual Guarantee (“MAG”)

- MAG associated with Boarding Area E shall be waived during the Renovation Period.
- Subway, Jalapeno Grill, and Guava & Java shall have the option to continue its operations and pay percentage rent only as stipulated in their Lease. During this Renovation Period, these Leases will have a prorated MAG based on the square footage of its other locations.

3. Fees and Charges

- The Tenant Infrastructure Fee associated with Boarding Area E shall be waived during the Renovation Period.
- The Food Court Fee associated with Boarding Area E shall be waived during the Renovation Period.

FURTHER RESOLVED, That the Airport Director shall take all steps necessary to implement such Amendment No. 1 to the Leases, including execution of the appropriate documents.