



Airport Commission

San Francisco International Airport

JAN 2 / 2020

**Revenue Development
and Management** December 6, 2019

**CERTIFIED MAIL NO. 7003 0500 0003 1943 1112
AND RETURN RECEIPT REQUESTED**

Mr. Michael Levine
CEO
Tastes on The Fly San Francisco, LLC
P.O. Box 1539
San Mateo, CA 94401

TRANSMITTED VIA EMAIL AND U.S.P.S.
eventwest@aol.com

Subject: International Terminal Food and Beverage Concession Lease 3 – Lease No. 16-0014
(Napa Farms Market; Mustards Grill; and Samovar Tea) – Amendment 1

Dear Mr. Michael Levine

Enclosed are two originals of Amendment No. 1 for International Terminal Food and Beverage Concession Lease 3 – Lease No. 16-0014 (Napa Farms Market; Mustards Grill; and Samovar Tea). Please sign both sets in blue ink and return them to me no later than **Friday, December 20**. A fully executed original will be returned to you for your records.

Should you have any questions, please do not hesitate to contact me at (650) 821-4500.

Very truly yours,

Evelyn Reyes-Dizadji
Principal Property Manager
Revenue Development and Management

Enclosures

CC: derek.watson@tastesonthefly.com
scott@rodrickgroup.com

**AMENDMENT NO. 1 TO
INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE 3
NO. 16-0014
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 1 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE 3 NO. 16-0014 AT THE SAN FRANCISCO INTERNATIONAL AIRPORT (this "Amendment"), dated as of _____ (the "Effective Date"), is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its AIRPORT COMMISSION, as landlord ("City"), and Tastes On The Fly SFO International, LLC ("Tenant").

RECITALS

A. City and Tastes on the Fly San Francisco, LLC ("Original Tenant") entered into Lease No. 16-0014, effective August 10, 2016 (the "Lease"), for the following three food and beverage facilities located at the San Francisco International Airport (the "Airport"): (i) one pre-security location in Boarding Area A of the International Terminal, currently operated as "Samovar Tea" in Space A.I.3.035 (the "Samovar Tea Facility"); (ii) one post-security location in Boarding Area G of the International Terminal, currently operated as "Napa Farms" in Space G.3.008 (the "Napa Farms Market Facility") and (iii) one post-security location in Boarding Area G of the International Terminal, currently operated as "Mustards Grill" in Space G.3.009 (the "Mustards Grill Facility") (as described in the Lease, collectively, the "Premises"). On January 19, 2016, by Resolution No. 16-0014, Airport Commission (the "Commission") awarded the Lease.

B. On August 23, 2016, by Resolution No. 16-0229, the Commission approved an Assignment of Lease from Original Tenant, as assignor, to Tenant, as assignee.

C. Staff has determined that the development costs exceeded supportable standards related to sales projections, rent structure and the term of the Lease.

D. To improve the financial health of the Lease by allowing for a longer development cost amortization period, City and Tenant have agreed to extend the Operating Term of the Lease by two years for each of the Samovar Tea Facility, the Napa Farms Market Facility and the Mustards Grill Facility, as further 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 of the Lease, as defined and as set forth in the Major Lease Term Summary, is modified as follows: (i) from June 30, 2024 to June 30, 2026 for the Samovar Tea Facility; (ii) from July 31, 2028 to July 31, 2030 for the Napa Farms Market Facility and Mustards Grill Facility. Nothing in this Amendment shall modify or otherwise affect the options of the Airport Commission to further extend the Term of the Lease for each of the Samovar Facility, the Napa Farms Market Facility or the Mustards Grill Facility, as set forth in Section 2.5 of the Lease, which such options remain in full force and effect.

3. **Entire Agreement.** This Amendment contains all of the representations and the entire agreement between the parties with respect to the subject matter of this Amendment. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of this 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.

4. **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.

5. **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: Tastes On The Fly SFO International, LLC dba
Napa Farms Market; Mustards Grill; and
Samovar Tea

By: 

Name: Derek Watson

Title: CFO

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: 19-0312
Adopted: December 3, 2019

Attest: _____
Secretary
Airport Commission

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

By: _____
Deputy City Attorney