

**AMENDMENT NO. 1 TO
INTERNATIONAL TERMINAL FOOD AND BEVERAGE
CONCESSION LEASE NO. 16-0017
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 1 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE NO. 7 AT THE SAN FRANCISCO AIRPORT ("Amendment No. 1"), dated as of November 15, 2016, 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 Airport and SSP America, Inc. entered into Lease No. 16-0017, dated August 10, 2016 for a certain concession space located at the Airport in International Terminal, Boarding Area G (the "Premises"). The Lease was previously awarded by the Airport Commission pursuant to Resolution No. 16-0017, and approved by the Board of Supervisors pursuant to Resolution No. 299-16.

B. The premises is comprised of one location measuring approximately 1,694 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 1,694 square feet to approximately 2,100 square feet. Exhibit A of the Lease is hereby deleted and replaced with the Exhibit A attached to this Amendment No. 1.
3. **Minimum Annual Guarantee.** As of the Rent Commencement Date, the Minimum Annual Guarantee shall be adjusted to \$279,000.00 to reflect the change to the Premises. The adjusted MAG shall be used as the Initial MAG in calculating future MAG adjustments.

4. **Annual Promotional Charge.** As of the Rent Commencement Date, the Promotional Charge shall be increased to \$2,100.00 per year to reflect the change to the Premises. The adjusted Promotional Charge shall be used as the initial Promotional Charge in calculating future adjustments to the annual Promotional Charge.

5. **Effective Date.** This Amendment No. 1 shall be deemed effective on the date of execution by the Airport following full City approval: JAN 24 2018

6. **Entire Agreement.** This Amendment No. 1 contains all of the representations and the entire agreement between the parties with respect to the subject matter of this Amendment No. 1. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of the Amendment No. 1 are superseded in their entirety by this Amendment No. 1. No prior drafts of this Amendment No. 1 or changes between those drafts and the executed version of this Amendment No. 1 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. 1.

7. **Miscellaneous.** This Amendment No. 1 shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Amendment No. 1 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. 1. This Amendment No. 1 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. 1 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. 1. This Amendment No. 1 shall be governed by the laws of the State of California. Neither this Amendment No. 1 nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

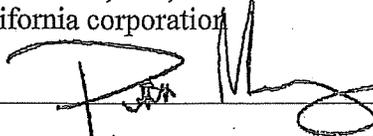
8. **Full Force and Effect.** Except as specifically amended by this Amendment No. 1, the terms and conditions of the Lease shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the Effective Date.

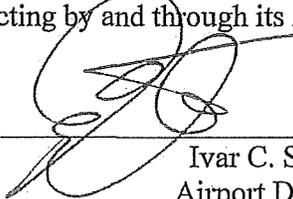
TENANT: SSP America, Inc.,
a California corporation

By: 

Name: Patrick Murray
(type or print)

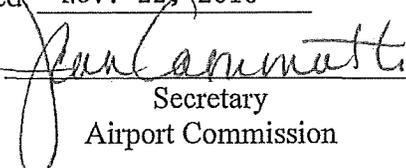
Title: EVP Business Development

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

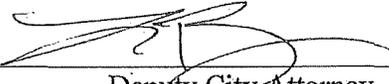

Ivar C. Satero *if al*
Airport Director

AUTHORIZED BY AIRPORT COMMISSION

Resolution: 16-0303
Adopted: Nov. 22, 2016

Attest: 
Secretary
Airport Commission

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

By: 
Deputy City Attorney *CP*