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**AMENDMENT NO. 1 TO
TERMINAL 2 RETAIL MARKET AND HARVEY MILK TERMINAL 1
SPECIALTY RETAIL STORES CONCESSION LEASE NO. 20-0156
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 1 TO TERMINAL 2 RETAIL MARKET AND HARVEY MILK TERMINAL 1 SPECIALTY RETAIL STORES CONCESSION LEASE NO. 20-0156 AT 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 MRG SAN FRANCISCO TERMINAL 2, LLC ("**Tenant**").

RECITALS

A. On September 15, 2020, by Resolution No. 20-0156, the Airport Commission (the "**Commission**") awarded Lease No. 20-0156 (the "**Original Lease**") to Tenant pursuant to which Tenant currently operates numerous retail Facilities in Harvey Milk Terminal 1, Boarding Area B (the "**Premises**") and will operate a retail market in Terminal 2, Boarding Area D, for an initial Operating Term of 12 years from the Full Rent Commencement Date (as defined in the Lease) (the "**Term**").

B. On April 1, 2025, by Resolution No. 25-0050, the Commission approved this Amendment, which (1) adds one news wall Facility to the Premises on a permanent basis, (2) adds two additional retail Facilities to the Premises for use as specialty retail on a temporary basis, of approximately two years; (3) adjusts the Promotional Charge to account for the permanent and temporary Facilities.

C. On _____, by Resolution No. _____, the Board of Supervisors approved this Amendment pursuant to San Francisco Charter Section 9.118.

D. On or about August 1, 2025, City will deliver to Tenant a Required Relocation Notice pursuant to Section 1.2 of the Lease ("**Relocation Notice**") temporarily relocating the Facility commonly known as the "16th & Dolores General Store" located in Space D.2.209 to Space No. D.2.325 until approximately March 31, 2027.

E. All capitalized terms not otherwise defined herein shall have the same meaning given to them in the Original Lease. The Original Lease, as modified by this Amendment is referred to herein as 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 Original 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. **Addition of New Permanent News Wall Facility.**

(a) Upon a date specified by the Director in written notice to Tenant, estimated to occur on or about September 1, 2025, Tenant will accept permanent possession of the space in Terminal 2 designated as Space D.2.362, containing approximately 409 square feet located in Terminal 2, Boarding Area D, which shall be an additional Facility under the Lease ("**News Wall Facility**") 90 days from the date of such possession ("**News Wall Facility Rent Commencement Date**").

(c) The News Wall Facility shall be operated as an extension of Tenant's Retail Market located in Space No D.2.209, and shall be used solely for the sale of Required/Optional Merchandise listed in Exhibit B attached to this Amendment ("**Supplemental Exhibit B**"), provided, that, for the avoidance of doubt, the sale of Prohibited Merchandise listed in Supplemental Exhibit B for this Space D.2.362 shall be expressly prohibited.

(d) Pursuant to the Relocation Notice, the Facility designated as 16th & Dolores General Store in Space D.2.209 was temporarily relocated to Space D.2.325 until approximately March 31, 2027. Once this Facility returns to Space D.2.209, it will be operated together with the News Wall Facility, Space D.2.362, as one Facility. The Use and Operational Requirements in the Original Lease for the 16th & Dolores General Store Facility are amended as set forth in Supplemental Exhibit B.

(d) No adjustment to the MAG due under the Lease shall be made in connection with the addition of the News Wall Facility Space D.2.362, provided that the obligation to pay Base Rent with respect to the News Wall Facility shall be applicable from and after the News Wall Facility Rent Commencement Date, including for the avoidance of doubt, the payment of Percentage Rent on all Gross Revenue generated from such Facility.

3. **Addition of Two Temporary Facilities for Specialty Retail.**

(a) Upon a date specified by the Director in a written notice to Tenant, estimated to occur on or about October 1, 2025, Tenant will accept temporary possession of two additional spaces in Terminal 2: (i) the space designated as D.2.249 containing approximately 609 square feet and (ii) the space designated as Space D.2.253 containing approximately 563 square feet, which shall be additional Facilities under the Lease for the Temporary Specialty Retail Locations Term (as defined below) (collectively, "**Temporary Specialty Retail Facilities**").

(b) Upon Tenant's acceptance of possession of the Temporary Specialty Retail Facilities, Tenant shall commence and complete the tenant improvements as approved by the Design Review Committee (DRC), and open for business in such Facilities no later than 30 days from the date of such possession ("**Temporary Specialty Retail Facilities Rent Commencement Date**").

(c) The Temporary Specialty Retail Locations shall be used solely for the sale of Required/Optional Merchandise listed in Supplemental Exhibit B, provided, that, for the avoidance of doubt, the sale of Prohibited Merchandise listed in Section C of Supplemental Exhibit B shall be expressly prohibited. Tenant shall operate the Temporary Specialty Retail Facilities in accordance with the terms of the Lease and this Amendment for a term of approximately two (2) years from the date of possession of such Facilities (the "**Temporary Specialty Retail Locations Term**"). For the avoidance of doubt, the terms of Section 2.6 [Holding Over] and Section 16 [Surrender] shall apply to the Temporary Specialty Retail Facilities.

(d) No adjustment to the MAG due under the Lease shall be made in connection with the addition of the Temporary Specialty Retail Facilities, provided that the obligation to pay Base Rent with respect to the Temporary Specialty Retail Facilities shall be applicable from and after the Temporary Specialty Retail Facilities Rent Commencement Date, including for the avoidance of doubt, the payment of Percentage Rent on all Gross Revenue generated from such Facilities.

(e) Upon the Temporary Specialty Retail Facilities Rent Commencement Date, the Promotional Charge shall reflect the square footage of retail facilities that are operational. Upon the final expiration of the Temporary Specialty Retail Locations Term and the surrender of the Temporary Specialty Retail Facilities, the Promotional Charge shall reflect the removal of such Facilities from the Premises.

4. **Prevailing Rates of Wages for Tenant Improvements and Alterations.** The following is added as a new Section 7.9 of the Lease:

7.9 **Prevailing Rates of Wage for Tenant Initial Improvements and Alterations.**

(a) For purposes of this Lease, any undefined, initially-capitalized term used in this Section has the meaning given to that term in Section 101.1 of the San Francisco Labor and Employment Code, except as set forth below:

(i) "Covered Work" means any single project of Alterations in the Premises (including for the avoidance of doubt, the Tenant Initial Improvements) with an aggregate cost equal to or in excess of the Threshold Amount.

(ii) "Threshold Amount" means the amount established annually pursuant to Section 6.1 of the San Francisco Administrative Code.

(ii) "Prevailing Wage or Prevailing Rate of Wage" means the highest general prevailing rate of wage plus "per diem wages" and wages paid for overtime and holiday work paid in private employment in San Mateo County as fixed and determined by the California Department of Industrial Relations for the various crafts and kinds of labor employed in the performance of the Covered Work. "Per diem wages" are defined pursuant to California Labor Code Section 1773.1, as amended from time to time.

(b) Without limiting any other provision of this Lease, Tenant covenants and agrees at all times to comply with all applicable wage requirements, including but not limited to any such requirements in the California Labor Code, the City and County of San Francisco Charter and the San Francisco Municipal Code. Tenant will require its Contractors and Subcontractors performing any Covered Work to: (i) pay workers performing that work not less than the Prevailing Rate of Wages, and (ii) provide the same hours, working conditions, and benefits in each case as are provided for similar work performed in San Mateo County (collectively, "Prevailing Wage Requirements"). Tenant will cooperate with City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements. All Covered Work is subject to compliance monitoring by the San Francisco Office of Labor Standards Enforcement ("OLSE").

(c) Tenant will include, and will require its subtenants, and Contractors and Subcontractors (regardless of tier), to include in any construction contract for Covered Work the Prevailing Wage Requirements, and the agreement to cooperate in City enforcement actions. Each construction contract will name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third-party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any contractor or Subcontractor in accordance with San Francisco Labor and Employment Code Section 103.3. Tenant's failure to comply with its obligations under this Section will constitute a material breach of this Lease. A Contractor's or Subcontractor's failure to comply with the Prevailing Wage Requirements will enable City to seek the remedies specified in San Francisco Labor and Employment Code Section 103.3 against the breaching party. The enforcement and recourse provisions applicable to such failure by a Contractor or Subcontractor set forth in San Francisco Administrative Code Section 103.3 are hereby incorporated by reference. For the current Prevailing Rate of Wages, see www.sfgov.org/olse or call OLSE at 415-554-6235.

(d) Tenant will require each Contractor and Subcontractor to utilize the City's electronic certified payroll reporting system to keep or cause to be kept complete and accurate payroll records for all persons performing the Covered Work. Such records shall include the name, address and social security number of each worker who provided labor, including apprentices, such worker's classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every Subcontractor who shall undertake the performance of any part of the Covered Work herein required shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available for inspection of and examination by the City."

5. **Amendments to City and Other Governmental Provisions.**

(a) The following replaces Section 19.12 of the Lease:

"19.12 Prevailing Rates of Wages. Reference is made to Airport Commission Policy No. 80-0031, requiring that Tenant pay prevailing rates of salaries, wages, and employee benefits, to its employees working at San Francisco International Airport pursuant to this Lease. Tenant covenants and agrees to pay either (i) the prevailing rate of wages required by such Airport Commission Policy or (ii) the rate required by the Minimum Compensation Ordinance, as set forth below, whichever is greater."

(b) The following replaces Section 19.20 of the Lease:

"19.20. Labor Peace/Card Check. On February 7, 2023, by Resolution No. 23-0018, the Airport Commission adopted its current Labor Peace/Card Check Rule (the "Labor Peace Card Check Rule") and Model Form Labor Peace/Card Check Agreement ("Model Form Card Check Agreement"), incorporated into the Airport Rules as Rule 12.1 and Appendix C, respectively. All capitalized terms not otherwise defined in this provision shall have the meaning in the Labor Peace Card Check Rule. Without limiting the generality of other provisions herein requiring Tenant to comply with all Airport Rules, Tenant shall comply with the Labor Peace Card Check Rule. To comply with the Labor Peace/Card Check Rule, Tenant shall, among other actions, enter into a Labor

Peace/Card Check Agreement with any Registered Labor Organization which requests such an agreement, within thirty (30) days after request. In the event that any such Registered Labor Organization and the Tenant are unable to negotiate a Labor Peace/Card Check Agreement within the 30-day period, the parties shall then be deemed to be bound by the Model Form Check Agreement attached as Appendix C to the Airport Rules, automatically and without any further action required by the parties. Tenant represents and warrants that it has fully reviewed the Labor Peace/Card Check Rule and agrees to be bound by all of its terms and conditions. Tenant acknowledges and agrees that Tenant's compliance with the Labor Peace/Card Check Rule is a material condition of this Lease, and if the Director determines that Tenant shall have violated the Labor Peace/Card Check Rule, the Director shall have the right to terminate this Lease, in addition to exercising all other remedies available to him/her."

(c) The following replaces Section 19.30 of the Lease:

"19.30 Plastic Beverage Container Restrictions. Tenant shall comply with Airport Rule 8.2(B), which prohibits Airport tenants, vendors, and permittees from providing or selling beverages in containers that contain plastic or aseptic paper packaging, including in vending machines. The Airport has compiled a list of compliant beverage container packaging available on <https://www.flysfo.com/approved-bottled-water-list>"

(d) The following is added as a new Section 19.31 of the Lease:

"19.31 Vending Machines; Nutritional Standards and Calorie Labeling Requirements. Tenant may not install or permit any vending machine on the Premises without the prior written consent of the Airport Director. Any permitted vending machine will comply with the food and beverage nutritional standards and calorie labeling requirements set forth in San Francisco Administrative Code Section 4.9-1(c), as may be amended from time to time (the "Nutritional Standards Requirements"). Tenant will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 19.26 will be a material breach of this Lease. Without limiting City's other rights and remedies under this Lease, City will have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements."

(e) The following is added as a new Section 19.32 of the Lease:

"19.32 All Gender Toilet Facilities. If applicable, Tenant will comply with San Francisco Administrative Code Section 4.1-3 requiring at least one all-gender toilet facility on each floor of the Premises in any building where extensive renovations are made by Tenant. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities required by Administrative Code Section 4.1-3. If Tenant has any question about applicability or compliance, Tenant should contact Building Inspection and Code Enforcement (BICE) for guidance."

(f) The following is added as a new Section 19.33 of the Lease:

“19.33 Federal Fair Labor Standards Act. This Lease incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Tenant has full responsibility to monitor compliance to the referenced statute or regulation. Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.”

(g) The following is added as a new Section 19.34 of the Lease:

“19.34 OSHA. This Lease incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Tenant retains full responsibility to monitor its compliance and their contractor’s and subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.”

(h) The following is added as a new Section 19.35 of the Lease:

“19.35 Pertinent Non-Discrimination Authorities. During the performance of this Lease, Tenant, for itself, its assignees, and successors-in-interest (hereinafter referred to as the “contractor” in this Section 19.35) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended (42 USC §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 USC §12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;

- The Federal Aviation Administration's Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 et seq.)."

6. **Accessibility Disclosure.** California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("**CASp**") to determine whether the property meets all applicable construction-related accessibility requirements. The law does not require landlords to have the inspections performed. Tenant is hereby advised that the Premises have not been inspected by a CASp. Pursuant to California Civil Code Section 1938(e), City provides the following disclosure to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In the event Tenant elects to obtain a CASp inspection of the Premises, Tenant shall provide notice of such to City, and Tenant agrees that Tenant shall bear the cost of the inspection and any necessary repairs within the Premises.

7. **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.

8. **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, which may be by PDF or other electronic means such as

DocuSign, 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.

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

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

TENANT: MRG San Francisco Terminal 2, LLC
A Nevada Limited Liability Company

Signed by:
By: Roderick McOwan
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Name: Roderick McOwan

Title: Chief Development Officer

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

Mike Nakornkhet
Airport Director

APPROVED AS TO FORM:
DAVID CHIU,
City Attorney

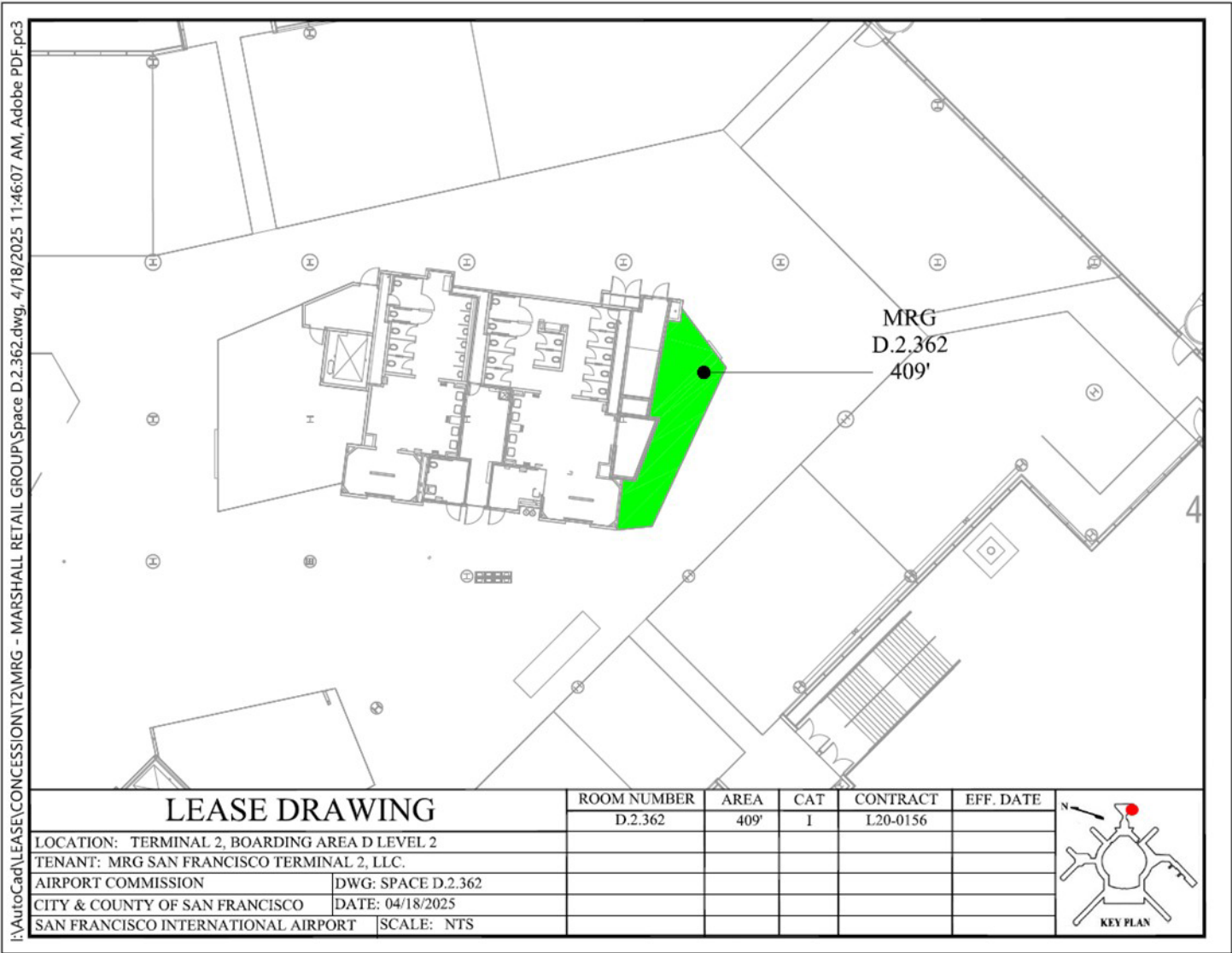
By: _____
Deputy City Attorney

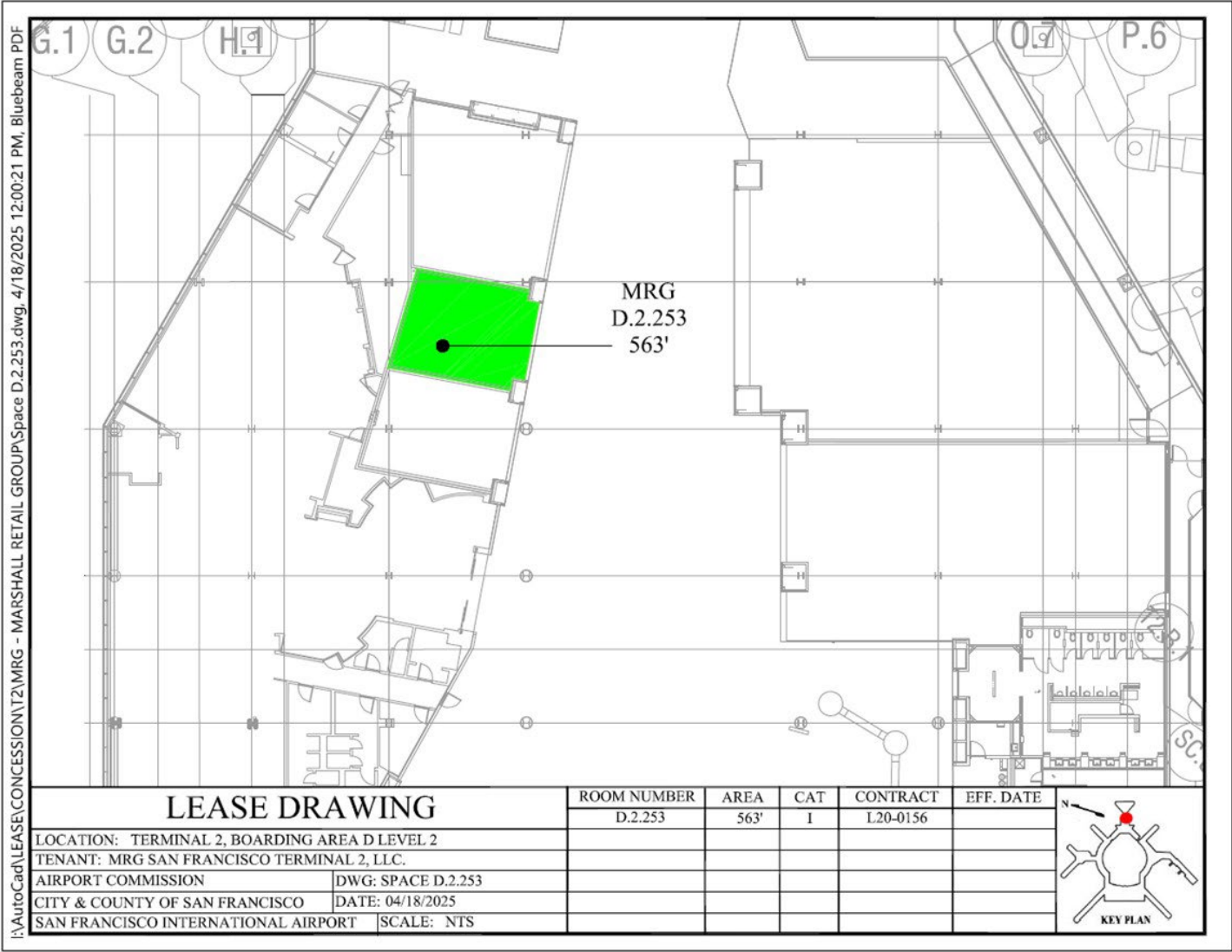
X:\TENANTS\MRG_Marshall Retail Group\MRG SF Terminal 2, LLC\Agreements\Working Doc\L20-0156 MRG Amend. No. 1 (T2 Premises change) final v7.24.25 (to be signed by tenant).docx

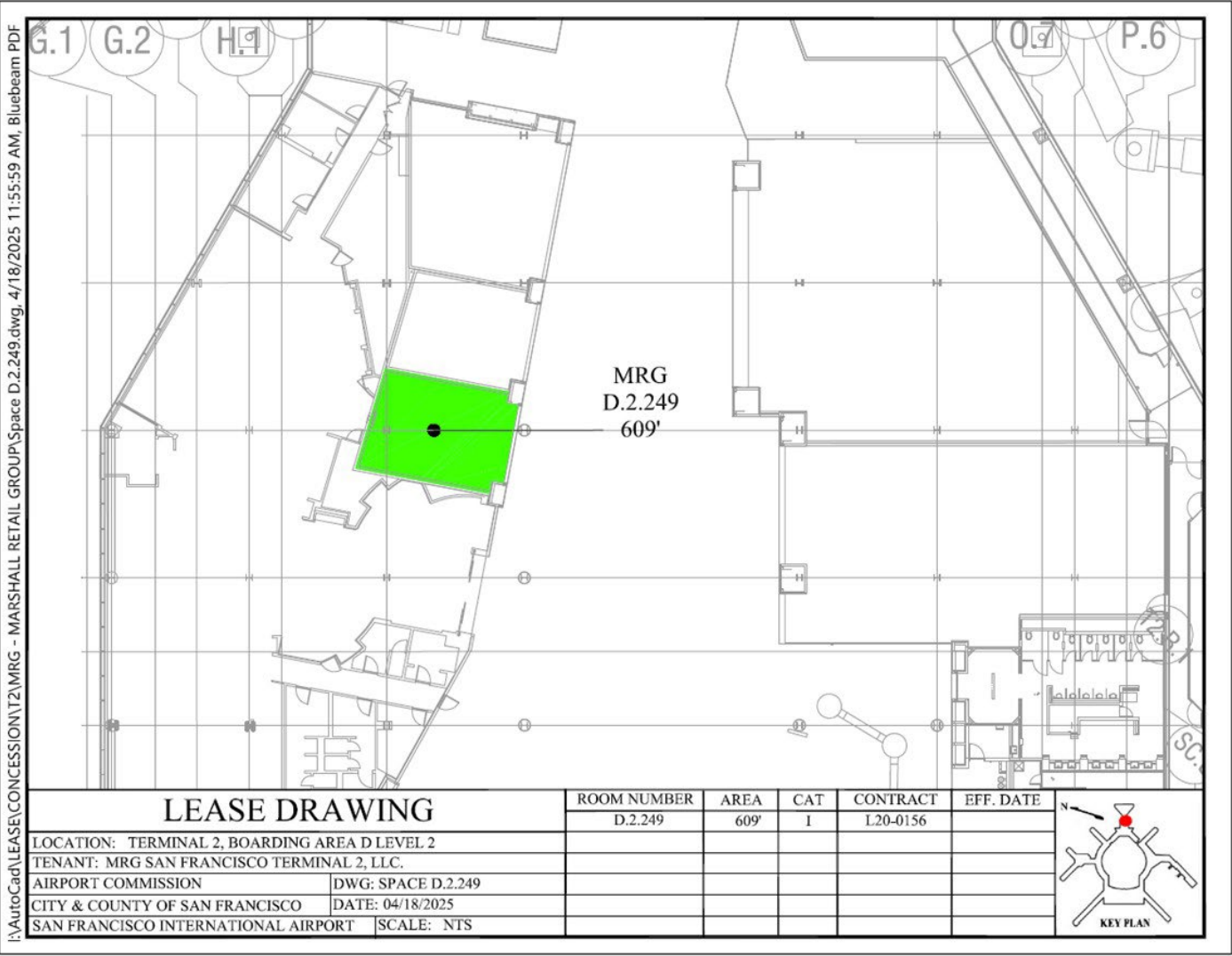
**EXHIBIT A
PREMISES**

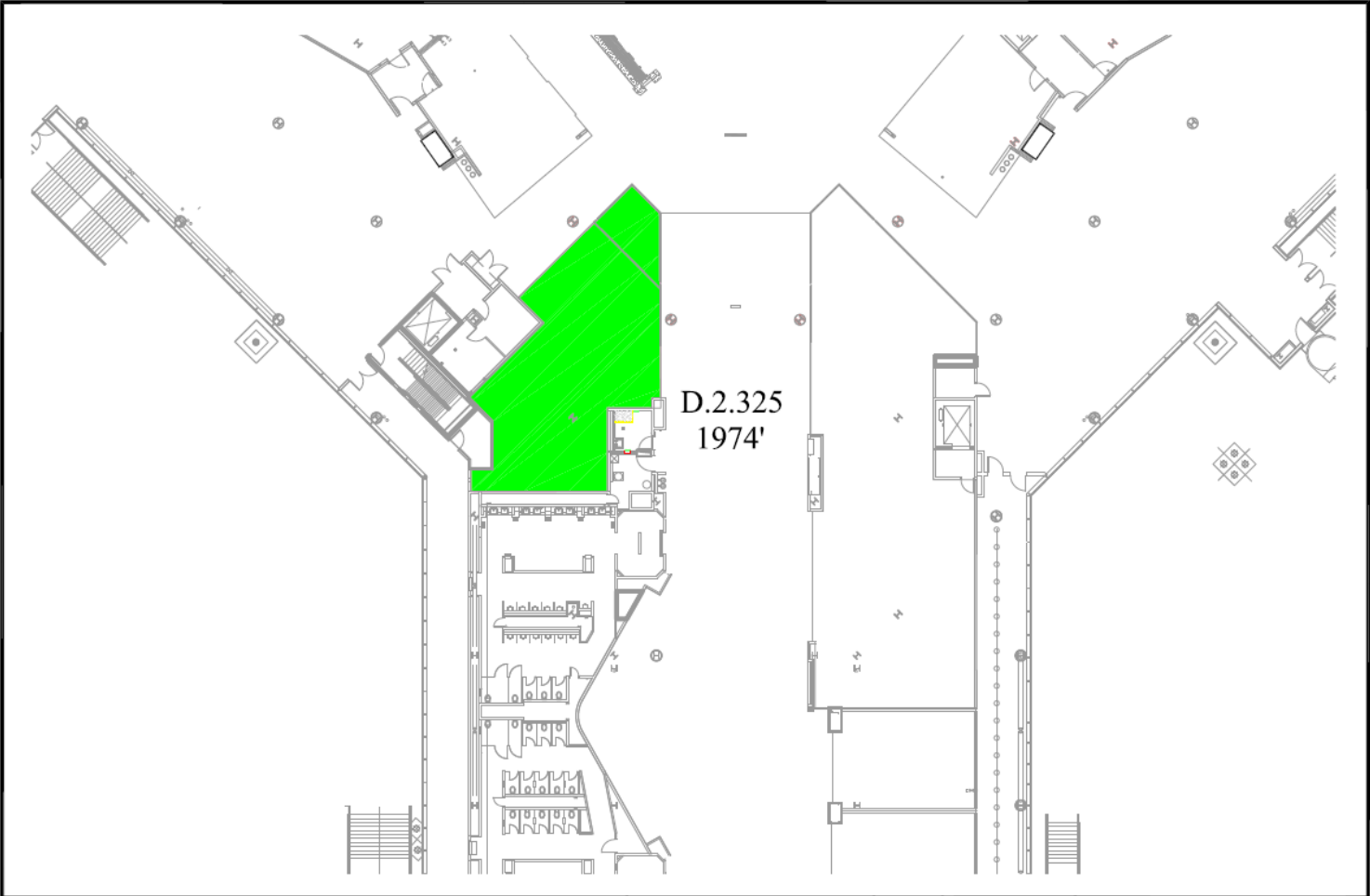
A total of three facilities comprising approximately 1,581 square feet of space located in the Terminal 2 Boarding Area D at San Francisco International Airport, as described on the attached drawing, broken down as follows:

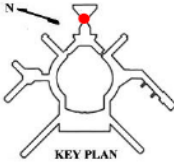
<u>Location No./Description of Facility</u>	<u>Approx. Square Footage</u>
Post-Security D.2.362 / News Wall Facility	409
Post-Security D.2.253 / Temporary Specialty Retail Facility	563
Post-Security D.2.249 / Temporary Specialty Retail Facility	609
Post-Security D.2.325 / Temporary Retail Market	1974









LEASE DRAWING		ROOM NUMBER	AREA	CAT	CONTRACT	EFF. DATE	 KEY PLAN
LOCATION: BOARDING AREA D LEVEL 2		D.2.325	1974'	I			
TENANT:							
AIRPORT COMMISSION	DWG: LOD D.2.325						
CITY & COUNTY OF SAN FRANCISCO	DATE: 07/22/2025						
SAN FRANCISCO INTERNATIONAL AIRPORT	SCALE: NTS						

SUPPLEMENTAL EXHIBIT B USE AND OPERATIONAL REQUIREMENTS
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- A. GENERAL REQUIREMENTS:** All merchandise shall be sold on a non-exclusive basis, and Airport reserves the right to sell and to permit other Airport tenants to sell merchandise. All such items must be sold at retail. Tenant may not display, sell, rent, or otherwise offer any merchandise or other product without Director's written prior consent.
- B. REQUIRED/OPTIONAL MERCHANDISE:** In the event Director permits any product to be sold or offered that is not listed below, or otherwise permits any other change in the Permitted Use, this Exhibit shall be deemed amended without need for a formal amendment of this Lease. Tenant's proposal dated February 5, 2020, including all representations, warranties and covenants, set forth therein is hereby incorporated herein by reference. If there is any conflict or inconsistency between the terms of this Lease and such proposal, the term of this Lease shall prevail.

Space D.2.325 (until approximately March 31, 2027), then Space D.2.209 (16th & Dolores General Store)

Tenant shall display and sell on a non-exclusive basis, merchandise reflective of a travel convenience store.

- At least 200 separately displayed titles of paperback and hardback books sold at no more than the publisher's list price, which includes the New York Times top ten bestseller lists
- At least 100 separate displayed titles of major bestselling national periodicals and magazines sold at no more than the pre-marked price
- A complete supply of newspapers of general circulation sold at no more than the pre-marked cover price
- Maps and guidebooks specifically selected for the San Francisco International Airport traveler
- Bookmarks and office supplies
- Reading glasses
- Bottled water in conformance with the Airport Sustainability Food Policy
- At least 20 bestselling candy bars as packaged for normal retail
- Pre-packaged cold Sandwiches, Salads, Yogurts, and Charcuterie style products
- Packaged snack products, such as chips, cookies, nuts, and Danish
- Gum and breath mints
- Health and beauty aids
- Film and batteries

Optional:

Tenant may, at its option, sell the following items, which shall be limited to no more than twenty percent (20%) of the retail display area:

- Regional gifts and souvenir items, such as imprinted logo, San Francisco T-shirts, sweatshirts, hats, mugs, glassware, and tote bags

- Rethink- Reuse eco-friendly product including note pads, graphic tees, reusable water bottles, mugs and cups
- Postcards and greeting cards
- San Francisco sourdough bread
- Flowers
- Tobacco products
- Wines from Napa and Sonoma Valley
- Travel Accessories
- Sunglasses
- Selection of premium chocolates, such as Ghirardelli and See's Candies is limited to two brands on two small fixtures (approximately 2' x 2' x 5'5" or the equivalent) or one wall section (approximately 6' x 6').

Space D.2.362: *(formerly SFO News Express):* Tenant shall operate this space as travel convenience wall / kiosk as an extension of D.2.209, the 16th & Dolores General Store

Space D.2.253 *(formerly Kiehl's):* Tenant shall display and sell, on a non-exclusive basis, merchandise reflective of Kiehl's apothecary such as;

- Face, Body and Hair products
- Men's products such as facial moisturizers, toners and after shave lotion.

Space D.2.249 *(formerly M. Frederic):* Tenant shall display and sell, on a non-exclusive basis, merchandise reflective of a travel retail store such as;

- Limited Branded Fashion Apparel
- Accessories such as; Handbags, Jewelry, sunglasses, watches, belts.
- Branded bags, totes, handbags

C. PROHIBITED MERCHANDISE: Tenant understands and agrees that the following products or services are not included within the Permitted Use, without the prior written consent of Director, which consent may be granted or denied in Director's absolute and sole discretion.

(a) The operation of a grab-and-go case, with the exception of Space Nos. D.2.362 and D.2.325.

(b) The sale or delivery of any duty free/in-bond merchandise.

(c) Any and all sales from vending machines or other mechanical devices, including but not limited to such items as: cigarettes, candy, maps, coffee, newspapers, stamps, insurance policies, and dispensation of cash, money orders and checks.

(d) Freshly prepared popcorn or peanuts in the shell or other baked products intended for immediate consumption.

(e) Any and all sales or rental of telecommunications equipment.

(f) Any and all sales of phone cards.