

## TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement (this "Termination") dated as of \_\_\_\_\_ (the "Effective Date") is entered into by and between Sistina II, LP, dba PiQ ("Tenant"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission (the "Commission"), with reference to the following facts:

A. Tenant operates a PiQ concession facility under that certain Domestic Terminals Food and Beverage Lease No. 03-0197, dated as of September 29, 2003 (the "Lease") out of Space No. T1.2.059 at San Francisco International Airport.

B. The Commission exercised its option to extend the term of the Lease pursuant to Airport Commission Resolution No. 09-0116, which made July 14, 2017 the expiration date of the Lease.

C. Tenant has expressed a desire to terminate the Lease prior to July 14, 2017 and City is agreeable to such early termination.

D. Capitalized words and phrases used herein shall have the meaning ascribed to such terms in the Lease, except as otherwise provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease Termination. The Lease shall terminate as of \_\_\_\_\_ (the "Termination Date") with the same force and effect as if the term of the Lease was originally set to expire on the Termination Date. As of the Termination Date, Tenant shall quit the Premises and shall surrender and return the Premises to City in the condition required under the Lease, including but not limited to Section 16 [Surrender]. Tenant acknowledges that from and after the Termination Date, Tenant has no rights of possession to the Premises and no rights of any kind with respect to the Premises, whether under the Lease or otherwise; provided, however, Tenant's indemnification obligations, and other provisions of the Lease which expressly survive expiration or early termination, shall continue in full force and effect.

2. Entire Agreement. This Termination contains the entire agreement and understanding between the parties concerning this Termination and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, concerning the matters that are the subject of this Termination.

3. Lease in Full Force and Effect. This Termination shall not modify the obligations of the parties under the Lease accruing prior to the Termination Date.

*[remainder of page intentionally blank – signature page follows]*

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

TENANT: SISTINA II, LP.

By: Gino Lazzara

Name: Gino Lazzara  
(type or print)

Title: President / owner

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

\_\_\_\_\_  
John L. Martin  
Airport Director

*LF*

AUTHORIZED BY  
AIRPORT COMMISSION

Resolution No.:    -   

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary  
Airport Commission

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

By:   
Deputy City Attorney