

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE (FOOD & BEVERAGE)
[COVID-19 Emergency Rent Relief Program]**

This LEASE AMENDMENT NO. 1 (this "**Amendment**") is dated as of the Effective Date (as defined below) and entered into by and between Gate 74, Inc. ("**Tenant**") and City and County of San Francisco, acting by and through its Airport Commission ("**City**" or "**Airport**").

RECITALS:

A. Tenant and City are parties to Terminal 3 Boarding Area F and Terminal 1 Boarding Area C Food and Beverage Concession Lease 6 - Lease No. 16-0314 (as amended, the "**Lease**").

B. The parties desire to modify the Lease to address the devastating financial impacts of the COVID-19 pandemic and the dramatic and rapid reduction in enplanements at the Airport, resulting in the shutdown of many of the Airport concessions. Modifying the Lease to forgive certain payments due under the Lease will improve the financial feasibility of the Lease and preserve Tenant's ability to continue operations at the Airport, which is of considerable value to both parties. Providing such rent relief is also consistent with the written guidance provided all airport sponsors by the Federal Aviation Administration encouraging temporary rent abatements and minimum annual guarantee waivers.

C. On October 6, 2020, by Resolution No. 20-⁰¹⁸⁰~~1080~~ (the "**Commission Resolution**"), the Airport Commission ("**Commission**") adopted the COVID-19 Emergency Rent Relief Program (the "**COVID-19 Rent Relief Program**"), which provides for the rent relief set forth in this Amendment. On January 5, 2021, by Ordinance No. 5-21, the San Francisco Board of Supervisors authorized the Airport to implement the COVID-19 Rent Relief Program (the "**Rent Relief Ordinance**"). The Rent Relief Ordinance authorizes the Airport Director to enter into this Amendment without further approval by the Board of Supervisors under Charter Section 9.118 and without modifying the Lease to include Administrative Code and Environmental Code Requirements that were enacted since the most recent modification to the Lease.

D. This Amendment also provides the State of California accessibility disclosures required by California Civil Code Section 1938.

E. All capitalized terms used in this Amendment and not otherwise defined have the meaning provided 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 enter into this Amendment as follows:

AGREEMENT:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth in this Amendment.

2. **Effective Date.** This Amendment shall be deemed effective upon the date of execution by the Airport as set forth below (the "**Effective Date**").

3. **COVID-19 Rent Relief Amounts.** Upon the satisfaction of the COVID-19 Rent Relief Program Requirements (as defined below) no later than August 31, 2021 (the "**COVID-19 Rent Relief Program Deadline**") or such later date as determined by the Airport Director in his reasonable discretion in accordance with Section 8 of this Amendment, Tenant's obligation to pay the following amounts under the Lease will be entirely waived and forgiven (such amounts, "**COVID-19 Rent Relief Amounts**");

(a) for the month of March 2020, payments of Minimum Annual Guarantee only, and Percentage Rent shall remain due and payable (and if such Percentage Rent remains unpaid as of the Effective Date, then such amount shall be paid no later thirty (30) days from the Effective Date);

(b) for the months of April and May 2020, all payments of Minimum Annual Guarantee and Percentage Rent, all payments for fees and utilities (including electricity, water/sewage, gas and ITT charges), whether under the Lease or separate permit;

(c) for the period commencing April 1, 2020 through December 31, 2020, all payments for Promotional Fees, F&B Infrastructure Fees, F&B Food Court Infrastructure Fees, Tenant Infrastructure Fees, Food Court Cleaning Fees, Storage Space Fees, and refuse/garbage fees, to the extent such fees are applicable to Tenant, whether under the Lease or separate permit.

4. **COVID-19 Rent Relief Program Requirements.**

(a) In order to receive the benefit of the COVID-19 Rent Relief Amounts under this Amendment, Tenant must have satisfied each of the following conditions (the "**COVID-19 Rent Relief Program Requirements**") and satisfy the Rent Relief Reporting Requirements (as set forth in Section 5(b) below) no later than the COVID-19 Rent Relief Program Deadline:

(i) If Tenant ceased operation due to the COVID-19 pandemic, then Tenant must reopen and recommence operations and continue to operate at the Airport in conformance with the schedule provided by the Airport, as the schedule may be modified by the Airport Director from time to time, in his sole and absolute discretion;

(ii) Tenant must remain in good standing under the Lease and not in default of any obligations under the Lease or any other agreements between Tenant and City (including the payment of all rent and other obligations, other than the COVID-19 Rent Relief Amounts), beyond any applicable notice and cure periods, and not be in any unresolved dispute with the City, in each case at

all times prior to and upon the COVID-19 Rent Relief Program Deadline, as determined by the Airport Director in his sole and absolute discretion:

(iii) Tenant must expend at least 33% of the total aggregate amount of Minimum Annual Guarantee waived under this Amendment on payroll costs, as defined in the Coronavirus Aid, Relief and Economic Security Act of 2020, or the "CARES Act" (the "Rent Relief Payroll Requirement"); and

(iv) Tenant must participate in the SFO employee rehiring program, which provides priority to rehiring of Tenant's employees laid off as a result of the COVID-19 pandemic (the "Tenant Employee Rehiring Requirement").

(b) In order to satisfy the Rent Relief Payroll Requirement and the Tenant Employee Rehiring Requirement, Tenant must comply with the requirements and complete the documentation as and when required (including, for the avoidance of doubt, monthly reporting on payroll and rehiring efforts), as set forth on Exhibit A attached hereto (the "Rent Relief Requirement Reporting").

5. Failure to Satisfy Requirements of COVID-19 Rent Relief Program. In the event Tenant shall fail to satisfy any of the COVID-19 Rent Relief Requirements as of the COVID-19 Rent Relief Program Deadline (or such earlier date that it is evident that Tenant will be unable to satisfy such requirements even with the passage of time (i.e. Tenant fails to reopen for business when required)), Tenant shall remit to City all amounts of COVID-19 Rent Relief Amounts that would have otherwise been waived and forgiven under the COVID-19 Rent Relief Program, as set forth in this Amendment, no later than thirty (30) days of written demand from Airport.

6. Credit for Rent Relief Amounts Already Paid; Credit Date. To the extent any waived and forgiven amounts under this Amendment have already been paid by Tenant, such amounts shall only be credited towards future obligations of Rent and related fees due from Tenant (for the avoidance of doubt, only upon satisfaction of the COVID-19 Rent Relief Requirements, as set forth below). Upon satisfaction of the COVID-19 Rent Relief Program Requirements, all Rent and other fees waived under this Amendment will be credited towards Tenant's account, contemplated to occur on or after the COVID-19 Rent Relief Program Deadline.

7. Replacement of COVID-19 Rent Deferral Program. The COVID-19 Rent Relief Program set forth in this Amendment replaces the terms of all rent deferral and/or forbearance previously offered to Tenant, including the forbearance of rent and other fees set forth in the letter from the Airport Director to all concession tenants dated March 18, 2020 (the "COVID-19 Rent Forbearance Letter"). In the event that Tenant shall execute this Amendment and enter into the COVID-19 Rent Relief Program but shall subsequently fail to meet the COVID-19 Rent Relief Program Requirements by the COVID-19 Rent Relief Program Deadline, then the terms of the COVID-19 Rent Forbearance Letter shall remain in effect, and

Tenant shall remit the COVID-19 Rent Relief Amounts in accordance with Section 5 of this Amendment.

8. Adjustments to COVID-19 Rent Relief Program. Tenant acknowledges and agrees that, in accordance with Commission Resolution and the Rent Relief Ordinance, the Director may make necessary and appropriate adjustments to the COVID-19 Rent Relief Program to ensure that it: (i) is implemented in a consistent manner and fairly applied to all Airport concessionaires; and (ii) continues to meet the operational requirements of the Airport and the goals of the Commission set forth in establishing the COVID-19 Rent Relief Program. Further, the Director may implement, in his discretion, modifications to the COVID-19 Rent Relief Program necessitated by changes in applicable law, regulation or guidance (including, without limitation, FAA guidance), as the same may be amended from time to time. Notwithstanding the foregoing, consistent with the Commission Resolution and the Rent Relief Ordinance, the Director must seek further approval of the Commission for any material change to the terms and conditions of the COVID-19 Rent Relief Program or the financial relief being offered.

9. Accessibility Disclosures. 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 advised that the Premises have not been inspected by a CASp. A CASp may inspect the Premises and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, City may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant. City and Tenant will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

10. No Other Modifications. Except as otherwise expressly set forth above, the Lease remains unmodified and in full force and effect.

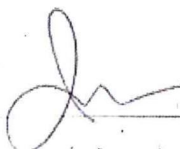
11. Counterparts and Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

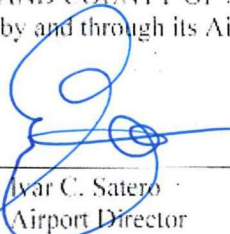
TENANT:

Gate 74, Inc.,
a California Corporation

By: 
Name: SAE W. CHUNG
Title: President

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
acting by and through its Airport Commission

By: 
Name: Ivan C. Satero
Title: Airport Director *KCS al*


Effective Date (to be inserted by Airport only): 3/26/21


Authorized by Commission Resolution No. 20-0180 on October 6, 2020 and Ordinance No. 5-21 finally passed by the San Francisco Board of Supervisors on January 5, 2021.

Attest:


Secretary
Airport Commission

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

By: 
Christopher W. Stuart
Deputy City Attorney



COVID-19 Emergency Rent Relief Program for Airport Concession Operators Payroll and Rehiring Program Requirements (*SFO Priority Rehire Program*)

SFO's Rent Relief Program supports the viability of concessionaires and addresses their employees' economic insecurity.

To be eligible for the rent relief, each concessionaire is required to comply with the following payroll and rehiring requirements (known as the SFO Priority Rehire Program):

- 1. Baseline Staffing and Payroll Information:** Within five (5) business days of a concessionaire's lease amendment execution, a baseline staffing and payroll report reflecting the period of December 2019 through the end of March 2020 must be submitted. This report will list employees on payroll during this period, employee contact information, date of hire, date of lay-off/furlough/separation, and employment occupation classification for each employee. This needs to be submitted only once.
- 2. Payroll Reports:** On a monthly basis, a complete record of payroll costs paid to every employee, including those in the baseline staffing information, must be submitted. *Payroll reports are to include salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation. These reports are to be accompanied by a signed certifying statement (see attached). Please submit your monthly payroll by the 15th of every month for the previous month.
- 3. Summary of Hiring Activities and Expenditures:** On a monthly basis, submit the "SFO Priority Rehire Program Monthly Submittal Form" with answers to the re-hiring effort and payroll costs table and a signature certifying the submission of all supporting documentation. Please submit the SFO Priority Rehire Program Monthly Questionnaire by the 15th of every month for the previous month.

For assistance with hiring employees, please contact community@llysfo.com.

If any concessionaire that elects to participate in the Rent Relief Program falls to satisfy the requirements by August 31, 2021, then any amounts deferred under the Airport's COVID-19 Rent Deferral Program will become immediately due and payable and the concessionaire will be ineligible for all other benefits associated with the Rent Relief Program.

CONCESSION/STOREFRONT	Gate 74, Inc. (coba Pie Five Pizza)
FILLED OUT BY	S. Lee
E-MAIL	
PHONE NUMBER	601-753-8859

Baseline Payroll

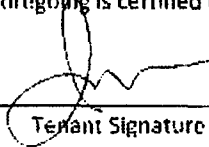
Name	Job Classification	Phone	Email	Date of Hire	Date of Layoff/ Furlough/ Separation
Aquino, Carole	snack bar	415-813-7281	carolhca@comcast.net	11/17/2017	
Barrage, Naimon	snack bar	530-543-6841	Sam.Barrage@penn.com	11/26/2017	
Cavage, Jennifer	snack bar	415-744-4236	jcavage62@comcast.net	11/17/2017	
Conception, Sheila	snack bar	810-296-5574	conceptionsheila@gmail.com	02/17/2018	
DeLuz, Beverly	snack bar	530-931-5201	allergically@alumni.com	11/17/2017	
Diuz, Shoulon	snack bar	415-688-9008	shoulon123@gmail.com	02/17/2018	
Forrester, Nathan	snack bar	650-892-8882	nat_253@comcast.net	11/17/2017	
Lee, Ian	snack bar	415-827-7503	ianlee104@gmail.com	12/16/2017	
Lee, Shellyn	snack bar	415-809-1176	shellynlee@yahoo.com	11/17/2017	
Lepp, Luciano	snack bar	650-897-7872	luciano.lepp@yahoo.com	11/17/2017	
Lepp, Lawrence	snack bar	415-840-9239		11/17/2017	Secretary Quit - Resignation 01/20/20
Lucas, John	snack bar	415-847-2175	chellucas64@gmail.com	4/3/2018	
Whitner, Gregorio	snack bar	415-353-8417		11/17/2017	Secretary Quit - Resignation 12/2/2020
Masangkay, Kristina	snack bar	415-812-8720	masangkaykristina16@gmail.com	11/17/2017	
Masangkay, Gail	snack bar	650-270-7115	gail_masangkay@yahoo.com	02/17/2018	
Ortiz, Ron	snack bar	650-286-4478		11/17/2017	Secretary Quit - Resignation 02/17/2020
Ortiz, Doug	snack bar	415-829-4857	doug@hca.com	11/17/2017	
Ortiz, Doreen	snack bar	650-201-0344	doreen@hca.com	02/17/2018	
Ortiz, Susan	snack bar	650-201-0413	Susan.Ortiz@hca.com	11/17/2017	
Ortiz, Quin	snack bar	650-201-0571	quin@hca.com	11/17/2017	
Ortiz, Gloria	snack bar	650-210-0777	hca@hca.com	11/17/2017	
Ortiz, Sarah	snack bar	650-400-2042	sarah_ortiz@hca.com	11/17/2017	
Ortiz, Howard	snack bar	650-210-0778	howard.ortiz@hca.com	11/17/2017	
Ortiz, Carol	snack bar	650-922-0710	carol_ortiz@hca.com	11/17/2017	
Ortiz, Terry	snack bar	415-281-2671	terryortiz625@gmail.com	11/17/2017	
Ortiz, Michael	snack bar	415-533-0728	michaelortiz46@yahoo.com	11/17/2017	
Ortiz, Lisa	snack bar	415-417-2475	lisortiz@hca.com	11/17/2017	
Ortiz, Brenda	snack bar	415-523-8811	brendaortiz@hca.com	11/17/2017	

Monthly Payroll Report

Requirements:

1. Report format is at the discretion of the Tenant.
2. Report to include, on a monthly basis, a complete record of payroll costs paid to every employee, including those in the baseline staffing information, must be submitted.
* Payroll reports are to include salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings.
3. These reports are to be accompanied by a signed certifying statement:

The foregoing is certified to be true and correct to the best of our knowledge and belief.



Tenant Signature

2-9-2021

Date

Pie Five Pizza

Concession Storefront

4. Tenant shall submit your monthly payroll by the 15th of every month for the previous month.

CONCESSION/STOREFRONT	Gate 74, Inc. (dba Pie Five Pizza)
FILLED OUT BY	Su Kim
E-MAIL	su.kim@gate74.com
PHONE NUMBER	(650) 755-8229

Reporting Month - April '20												
Name	ID Number	Pay Rate	Hours					Wages				
			Regular	OT	Sick	Vacay	Holiday	Pay Gross	Tax	Net		
Aquino	Dario	40020	\$ 18.30			15.00				\$ 292.80	\$ (26.47)	\$ 266.33
Bangue	Sambur	40048	\$ 18.50			40.00				\$ 740.00	\$ (63.41)	\$ 676.59
Cayago	John Ian	40002	\$ 18.30									\$
Compecon	Shela	40034	\$ 18.30					77.44		\$ 1,416.92	\$ (370.69)	\$ 1,046.23
De Los Santos	S. Sara	40018	\$ 17.05			32.00				\$ 545.60	\$ (106.10)	\$ 439.50
Guon	Yongna	40051	\$ 17.05									\$
Jimenez	Michael	40024	\$ 18.30									\$
Jin	Tou	40031	\$ 17.05									\$
Lee	Shak Yee	40018	\$ 17.05			48.00				\$ 828.40	\$ (206.53)	\$ 621.87
Lee	Fabrizio	40010	\$ 18.30									\$
Lopez	Lawrence	40003	\$ 17.05			32.00				\$ 545.60	\$ (89.85)	\$ 455.75
Lucas	Leanne	40048	\$ 17.05			40.00	23.40			\$ 1,064.40	\$ (176.54)	\$ 887.86
Martin	Gregorio	40052	\$ 17.05			15.00				\$ 272.80	\$ (24.52)	\$ 248.28
Raul Hernandez	Dario	40052	\$ 17.05									\$
Pedro	Brian	40026	\$ 17.05									\$
Phelan	Bobby	40045	\$ 17.05									\$
Phelan	Sekene	40046	\$ 17.05			24.00				\$ 409.20	\$ (57.81)	\$ 351.39
Quinn	Yvian	40017	\$ 17.05									\$
Rodriguez	Olivia	40027	\$ 18.30									\$
Roa	Sonia	40023	\$ 17.05			8.00				\$ 136.40	\$ (11.80)	\$ 124.60
Saldan	Bernard	40021	\$ 17.05									\$
Santos	Eric	40029	\$ 18.30									\$
Shi	Henry	40012	\$ 17.05			40.00				\$ 682.00	\$ (83.03)	\$ 598.97
Sanchez	Michael	40027	\$ 17.05									\$
Vasquez	Maria	40004	\$ 17.05									\$
Wilson	Aranda	40001	\$ 17.05									\$

Total Payroll \$ 5,764.82

CONCESSION/STOREFRONT	Gate 74, Inc. (dba Pie Five Pizza)
FILLED OUT BY	Su Kim
E-MAIL	
PHONE NUMBER	(550)755-8889

Reporting Month - May '20											
Name	ID Number	Pay Rate	Wages								
			Hours					Pay			
			Regular	OT	Sick	Vacay	Holiday	Gross	Tax	Net	
Aquino	Dan lo	40000	\$ 18.30								\$
Bangjee	Sambur	30048	\$ 18.30								\$
Cayago	Jennifer	40007	\$ 18.30								\$
Concepto	Shelia	40044	\$ 18.30								\$
De las Santos	Busa Fa	40039	\$ 17.05								\$
Chan	Shiguro	40051	\$ 17.05				30.00		\$ 513.54	\$ 183.52	\$ 430.03
Hernandez	Michael	40078	\$ 18.30								\$
Jr	Tao	40011	\$ 17.05								\$
Lau	Shuk Yee	40018	\$ 17.05								\$
Leon	Falecio	40020	\$ 18.30								\$
Lopez	Lawrence	40005	\$ 17.05								\$
Lucas	Jennifer	40048	\$ 17.05								\$
Martin	Gregorio	40012	\$ 17.05								\$
Masangay	Kristine	40016	\$ 17.05								\$
Menes Hernandez	Daisy	40052	\$ 17.05								\$
Mora	Alysa	40006	\$ 18.30								\$
Paiz	Bright	40076	\$ 17.05								\$
Pimenton	Benny	40045	\$ 17.05								\$
Pliceur	Eckberg	40046	\$ 17.05								\$
Quinn	Vivian	40002	\$ 17.05								\$
Redrico	Olivero	40027	\$ 18.30								\$
Roa	Bonnie	40023	\$ 17.05								\$
Sabatad	Bernard	40091	\$ 17.05								\$
Santosi	Ernie	40020	\$ 18.30								\$
Sma	Henry	40012	\$ 17.05								\$
Sinon	Mikael	40027	\$ 17.05								\$
Vaquero	Maria	40004	\$ 17.05								\$
Walker	Florencia	40011	\$ 17.05								\$

Total Payroll \$ 430.03

CONCESSION/STOREFRONT	Gate 74, Inc. (dba Pie Five Pizza)
FILLED OUT BY	So Kim
E-MAIL	so.kim@gate74.com
PHONE NUMBER	(516) 754-2889

Reporting Month - July '20											
Name	ID Number	Pay Rate	Hours					Wages			
			Regular	OT	Sick	Vacay	Holiday	Pay			
								Gross	Tax	Net	
Aquino, Carme	40050	\$ 18.30	41.82					\$ 765.31	\$ (99.49)	\$ 665.82	
Bongio, Samour	30958	\$ 18.30	26.04					\$ 476.51	\$ (58.00)	\$ 418.51	
Cavage, Jennifer	40007	\$ 18.30	47.44					\$ 868.55	\$ (137.86)	\$ 730.69	
Concepcion, Sheila	40044	\$ 18.30	30.02					\$ 548.17	\$ (71.29)	\$ 476.88	
De Los Santos, Naima	40009	\$ 17.05	24.92					\$ 425.14	\$ (59.09)	\$ 366.05	
Jimenez, Michael	40024	\$ 18.30	35.78					\$ 654.77	\$ (244.19)	\$ 410.58	
Jin, Tuo	40051	\$ 17.05	28.11					\$ 479.78	\$ (43.07)	\$ 436.71	
Lai, Shuxue	40016	\$ 17.05	36.28					\$ 618.57	\$ (143.48)	\$ 475.09	
Leop, Fabrice	40050	\$ 18.30	47.09					\$ 861.75	\$ (134.43)	\$ 727.32	
Lopez, Lawrence	40013	\$ 17.05	17.02					\$ 289.89	\$ (19.21)	\$ 270.68	
Lopez, Leonard	40048	\$ 17.05	24.42					\$ 416.35	\$ (69.51)	\$ 346.84	
Munoz, Bernadette	40022	\$ 17.05	11.13				25.07	\$ 190.34	\$ (61.76)	\$ 128.58	
Paris, Brett	40016	\$ 17.05	29.84					\$ 508.94	\$ (82.60)	\$ 426.34	
Phelan, Barry	40045	\$ 17.05	23.62					\$ 403.38	\$ (51.55)	\$ 351.83	
Phelan, Eugene	40046	\$ 17.05	33.17					\$ 565.55	\$ (80.05)	\$ 485.50	
Quinn, Vivian	40007	\$ 17.05	23.95					\$ 408.86	\$ (35.47)	\$ 373.39	
Redico, Orlene	40027	\$ 18.30	40.47					\$ 739.60	\$ (154.81)	\$ 584.79	
Sabido, Bernard	40021	\$ 17.05	44.22					\$ 753.95	\$ (239.84)	\$ 514.11	
Santini, Erel	40020	\$ 18.30	48.11					\$ 879.81	\$ (203.79)	\$ 676.02	
Shin, Henry	40017	\$ 17.05	36.11					\$ 615.68	\$ (69.83)	\$ 545.85	
Shoop, Michael	40027	\$ 17.05	30.88					\$ 525.50	\$ (28.77)	\$ 496.73	
Vasquez, Mark	40006	\$ 17.05	36.59					\$ 623.85	\$ (202.15)	\$ 421.70	
Willard, Theresa	40001	\$ 17.05	30.71					\$ 523.61	\$ (69.80)	\$ 453.81	

Total Payroll \$ 10,792.62

CONCESSION/STOREFRONT	Gate 74, Inc. (dba Pie Five Pizza)
FILLED OUT BY	Su Kim
E-MAIL	su.kim@piefivepizza.com
PHONE NUMBER	(450)755-8888

Reporting Month - August '20											
Name	ID Number	Pay Rate	Hours					Wages			
			Regular	OT	Sick	Vacay	Holiday	Pay Gross	Tax	Net	
Amato	Dennis	40000	\$ 18.30	49.58					\$ 1,822.32	\$ 129.92	\$ 1,692.40
Baigley	Simon	40048	\$ 18.30	111.65					\$ 2,043.19	\$ 117.87	\$ 1,925.32
Coyne	Isabelle	40002	\$ 18.30	201.63					\$ 3,689.20	\$ 195.20	\$ 3,494.00
Correia	Shane	40044	\$ 18.30	114.88					\$ 2,101.75	\$ 410.52	\$ 1,691.23
De Los Santos	Simon	40009	\$ 17.05	84.27					\$ 1,436.82	\$ 284.02	\$ 1,152.80
Edwin	Shochu	40061	\$ 17.05	16.26					\$ 628.23	\$ 152.67	\$ 475.56
Emmer	Michael	40024	\$ 18.30	65.65					\$ 1,201.94	\$ 464.33	\$ 737.61
Jin	Tao	40011	\$ 17.05	47.87					\$ 816.18	\$ 125.37	\$ 690.81
Kim	Shucheng	40018	\$ 17.05	78.48					\$ 1,338.09	\$ 131.84	\$ 1,206.25
Leon	Florian	40010	\$ 18.30	82.91					\$ 1,517.71	\$ 122.57	\$ 1,395.14
Lopez	Lawrence	40003	\$ 17.05	10.71					\$ 182.61	\$ 28.20	\$ 154.41
Lucas	Jennifer	40048	\$ 17.05	73.58					\$ 1,253.38	\$ 123.55	\$ 1,129.83
Martinez Hernandez	Dany	40057	\$ 17.05	69.75					\$ 1,189.28	\$ 202.91	\$ 986.37
Pais	Eric	40046	\$ 17.05	51.98					\$ 876.03	\$ 117.14	\$ 758.89
Piccoli	Bobby	40050	\$ 17.05	81.91					\$ 1,396.56	\$ 248.25	\$ 1,148.31
Piccoli	Solberg	40046	\$ 17.05	83.09					\$ 1,075.69	\$ 110.11	\$ 965.58
Quarant	Vivian	40007	\$ 17.05	86.74					\$ 1,480.06	\$ 151.84	\$ 1,328.22
Rodriguez	Olivia	40017	\$ 18.30	34.75					\$ 1,273.02	\$ 135.93	\$ 1,137.09
Saldut	Bernard	40021	\$ 17.05	96.48					\$ 1,644.98	\$ 160.01	\$ 1,484.97
Santini	Frank	40020	\$ 18.30	96.11					\$ 1,758.81	\$ 401.04	\$ 1,357.77
Shu	Henry	40012	\$ 17.05	114.40					\$ 1,950.52	\$ 281.02	\$ 1,669.50
Simone	Michael	40037	\$ 17.05	33.65					\$ 576.72	\$ 107.83	\$ 468.89
Vasquez	Maria	40004	\$ 17.05	60.64					\$ 1,033.91	\$ 133.42	\$ 900.49
Wilson	Florencia	40011	\$ 17.05	112.87					\$ 1,924.42	\$ 280.80	\$ 1,643.62

Total Payroll \$ 26,969.87

DATE: 2/15/2021



CONCESSION/STOREFRONT: Gate 74, Inc. (dba Pie Five Pizza)

SFO Priority Rehire Program Monthly Questionnaire

Answer the following questions:

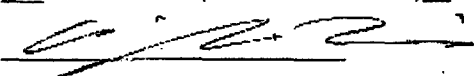
1.	a. How many employees did you have on payroll this month?	21
	b. How many of these employees are from your baseline payroll?	21
2.	a. How many employees did you recall or hire this month?	None
	b. How many employees brought on this month are from your baseline payroll?	
3.	If you hired any new employees this month who were not part of your staffing from December 2019 to March 2020, how did you recruit those employees?	<input type="checkbox"/> SFO Priority Hiring Program <input type="checkbox"/> Other Recruitment Method:
4.	How much have you paid in payroll costs for this month?	\$15,169.97
5.	How much have you paid in payroll costs since April 2020?	\$190,555.54

Attach your monthly payroll records to your e-mail to community@flysfo.com.

Sign the following statement:

I, Su Kim (name), Human Resource (title) of Gate 74, Inc.(dba Pie Five Pizza) (leaseholder and "Tenant") hereby certify that the payroll statements and any other supporting documentation submitted for the month of January 2021 in connection with the consideration received by Tenant under the COVID-19 Emergency Rent Relief Program are true, correct and complete. I further hereby certify that I am an authorized representative of Tenant with all right, power and authority to deliver this certification on behalf of Tenant.

Tenant: Gate 74, Inc. (dba Pie Five Pizza)

Signature: 

Name: Su Kim

Phone: 650-755-8889

E-mail: skim94010@gmail.com

Submit this form and your monthly payroll statement to community@flysfo.com by the 15th of every month for the previous month.

Contact Jerrica Hau via e-mail jerrica.hau@flysfo.com or via phone 650.821.1004 with any questions.