1   [Airport Lease Agreement - XpresSpa SF International, LLC, and ILJ San Francisco, LLC]

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3   **Resolution approving Amendment No. 1, retroactive to April 14, 2011, to Airport Spa**

4   **Lease No. 06-0242 with XpresSpa SF International, LLC; and Amendment No. 2 to**

5   **Technology Stores and Accessories Lease No. 07-0108 with ILJ San Francisco, LLC,**

6   **and the City and County of San Francisco, acting by and through its Airport**

7   **Commission.**

8

9   WHEREAS, The Airport intends to close Boarding Area E for approximately one year

10   for major renovations; and

11   WHEREAS, XpresSpa SF International, LLC and ILJ San Francisco, LLC will lose

12   approximately 80% of passenger traffic which supports their business during this renovation;

13   and

14   WHEREAS, The Airport Commission approved Resolution Nos. 11-0078 and 11-0079,

15   which includes suspension and reinstatement of the Minimum Annual Guarantee; now,

16   therefore, be it

17   RESOLVED, That the Board of Supervisors hereby approves Amendment No. 1,

18   retroactive to April 14, 2011, to Airport Spa Lease No. 06-0242 with XpresSpa SF

19   International, Inc., and Amendment No. 2 to Technology Stores and Accessories Lease with

20   ILJ San Francisco, LLC as follows:

21   1. The Renovation Period commences on April 14, 2001 and ends when the Airport

22   Director, in his sole and absolute discretion, determines that the renovations are

23   complete.

24   2. The Minimum Annual Guarantee (MAG) associated with Boarding Area E shall be

25   waived during the Renovation period.

1   3. Tenant shall have the option to continue its operations during the Renovation

2   Period. Should Tenant accept this option, Tenant shall pay percentage rent only as

3   stipulated in its Lease. Any other locations associated with these Leases will have

4   a prorated MAG based on its square footage during the Renovation Period.

5   FURTHER RESOLVED, That the Airport Director shall take all steps necessary to

6 implement such amendments to the Leases, including execution of the appropriate

7 documents.

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