

1 [Lease Amendments - Bay Area Restaurant Group, JV - Bayport Concessions, LLC - SSP  
2 America, Inc. - Gotham Enterprises, LLC - Sankaku, Inc. - Airport Concessions]

3 **Resolution approving Amendment No. 1 to Domestic Terminal Food and Beverage**  
4 **Lease No. 03-0184 with Bay Area Restaurant Group, JV (“Max’s EatZ” and “Max’s the**  
5 **Greek”) for a term of ten years, plus one two-year option and a Minimum Annual**  
6 **Guarantee of \$36,103.00; No. 03-0183 with Bayport Concessions, LLC (“Willow Creek**  
7 **Grill”) for a term of ten years, plus one two-year option and a Minimum Annual**  
8 **Guarantee of \$34,237.00; No. 03-0200 with SSP America, Inc. (“Anchor Steam”) for a**  
9 **term of ten years, plus one two-year option and a Minimum Annual Guarantee of**  
10 **\$150,329.00; and Amendment No. 2 to No. 03-0193 with Gotham Enterprises, LLC**  
11 **(“Peet’s Coffee & Tea”) for a term of ten years, plus one two-year option and a Minimum**  
12 **Annual Guarantee of \$36,487.00; and No. 03-0180 with Sankaku, Inc. (“Sankaku”) for a**  
13 **term of ten years, plus one two-year option and a Minimum Annual Guarantee of**  
14 **\$37,125.00; and the City and County of San Francisco, acting by and through its Airport**  
15 **Commission, to commence following Board approval.**

16  
17 WHEREAS, The Airport has closed the aircraft boarding area at gates 68-71 in  
18 Terminal 3 (“T3 East”) for approximately eighteen (18) months for major renovations; and

19 WHEREAS, During this renovation, the Max’s the Greek, Willow Creek Grill, Anchor  
20 Steam, Peet’s Coffee & Tea and Sankaku facilities will be demolished and tenants will be  
21 responsible for building new premises; and

22 WHEREAS, The Airport Commission approved Resolution Nos. 13-0174, 13-0175,  
23 13-0176, 13-0177, and 13-0178, which includes replacement premises in T3 East,  
24 adjustment of the Minimum Annual Guarantee, a new commencement date of the ten (10)  
25

1 year term, a new minimum investment amount, inclusion of the Airport’s Sustainable Food  
2 Guideline, and reimbursement of unamortized investments; now, therefore, be it

3 RESOLVED, That the Board of Supervisors hereby approves Amendment No. 1 to  
4 Lease No. 03-0184 with Bay Area Restaurant Group, JV; No. 03-0183 with Bayport  
5 Concessions, LLC; No. 03-0200 with SSP America, Inc.; and Amendment No. 2 to No. 03-0193  
6 with Gotham Enterprises, LLC; and No. 03-0180 with Sankaku, Inc. (“Sankaku”), as follows:

- 7 1. Replacement Premises. Original premises shall be replaced with premises of  
8 comparable size in T3 East (“Replacement Premises”).
- 9 2. Commencement of Ten (10) Year Term. New Lease rent commencement date  
10 shall be the earlier date of (i) the Replacement Premises are open for business or  
11 (ii) the majority of gates in T3 East are occupied (“Commencement Date”).
- 12 3. Rent. The Minimum Annual Guarantee (“MAG”) will be adjusted to reflect the  
13 Replacement Premises and will commence on the new Commencement Date.
- 14 4. Minimum Investment Amount. The Minimum Investment Amount for the  
15 Replacement Premises shall be \$350 per square foot.
- 16 5. Use and Operational Requirements. Permitted uses include the Airport’s  
17 Sustainable Food Guideline.
- 18 6. Reimbursement of Unamortized Construction Costs.
  - 19 • Max the Greek to be reimbursed in an amount of not to exceed Sixty Six  
20 Thousand Fifty Eight Dollars (\$66,058.00)
  - 21 • Willow Creek Grill to be reimbursed in an amount not to exceed Sixty Three  
22 Thousand Five Hundred Ninety Five Dollars (\$63,595.00)
  - 23 • Anchor Steam to be reimbursed in an amount not to exceed Two Hundred  
24 Twenty One Thousand Six Hundred Sixty Seven Dollars (\$221,667.00)
  - 25

- 1                   • Peet’s Coffee & Tea to be reimbursed in an amount not to exceed Twenty Six  
2                    Thousand Two Hundred Eight Dollars (\$26,208.00)
- 3                   • Sankaku to be reimbursed in an amount not to exceed Sixty Thousand  
4                    Dollars (\$60,000.00)

5                   FURTHER RESOLVED, That the Airport Director shall take all steps necessary to  
6                   implement such Amendment No. 1 and 2 to the Leases, including execution of the appropriate  
7                   documents.

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