AMENDMENT NO. 3 TO LEASE AGREEMENT FOR THE TERMINAL 3 COMMON-USE CLUB AT SAN FRANCISCO INTERNATIONAL AIRPORT LEASE NO. 13-0006

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Initial

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THIS AMENDMENT NO. 3 TO LEASE AGREEMENT FOR THE TERMINAL 3 COMMON-USE CLUB AT SAN FRANCISCO INTERNATIONAL AIRPORT LEASE NO. 13-0006 (this **Amendment**), dated as of the Effective Date (as defined below), for reference purposes only, 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 AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., as tenant (**Tenant**).

RECITALS

- A. On January 15, 2013, by Resolution No. 13-0006, the Airport Commission (Commission) awarded to Tenant the Terminal 3 Common Use Club Lease at San Francisco International Airport Lease No. 13-0006 (Original Lease) for the operation of a common use lounge branded as a "Centurion Lounge" (Lounge) at the San Francisco International Airport (SFO or Airport). The original premises demised under the Original Lease was comprised of one location measuring approximately 8,199 square feet, in Terminal 3, Boarding Area F, (as further described in Exhibit A of the Lease, the "Original Premises"). On October 22, 2013, by Resolution No. 367-13, the San Francisco Board of Supervisors (Board of Supervisors) approved the Lease under Charter §9.118.
- B. On October 6, 2020, by Resolution No. 20-0180, the Commission authorized Amendment No. 1 to the Lease when it adopted the COVID-19 Emergency Rent Relief Program (**Amendment No. 1**). On January 5, 2021, by Ordinance No. 5-21, the Board of Supervisors approved the COVID-19 Emergency Rent Relief Program.
- C. On November 10, 2020, by Resolution No. 20-0207, the Commission authorized Amendment No. 2 to the Lease (**Amendment No. 2**, and together with the Original Lease, Amendment No. 1 and this Amendment, collectively, the **Lease**) which added 7,088 square feet to the Original Premises for a new total of 15,287 square feet (for purposes of this Amendment, the **Terminal 3 Premises**). Amendment No. 2 established a new Minimum Annual Guarantee for the expanded Terminal 3 Premises, increased the Promotional Fee on a pro rata basis and extended the Term by seven years to allow for construction cost amortization, with the Term now currently expiring November 5, 2031. Amendment No. 2 also provided that should the Airport's capital improvement program for Terminal 3 West (**T3 West Project**) necessitate the temporary closure of the Terminal 3 Premises, the Lease term would be extended on a day for day basis for a period equal to the required closure. On June 8, 2021, by Resolution No. 270-21, the San Francisco Board of Supervisor approved the Amendment No. 2.
- D. The Airport has commenced the T3 West Project, which necessitates the closure of the Terminal 3 Premises for a period of approximately two years and four months, and the relocation and reconstruction of the entrance to the Terminal 3 Premises (the "New Terminal 3 Premises Entrance"). To preserve service for the users of the Lounge, jobs for Tenant employees and revenue to the Airport during the closure, the parties desire to enter into this Amendment to provide for (i) the temporary relocation of the Lounge to a vacant former airline lounge in Terminal 2, at Tenant's sole cost and expense, for the temporary operation of a "Centurion Lounge" during the closure of the Terminal 3 Premises, for approximately two years and four months until such time as City has completed the City's T3 Work (as such term is

defined below), with an appropriate adjustment of Rent amounts; (ii) the permanent relocation and construction of the New Terminal 3 Premises Entrance and the Ancillary Rooms (as such term is defined below), by City at City's sole cost and expense as part of the T3 West Project, and (iii) the preservation of the day for day extension of the Term of the Lease as a result of the closure of the Terminal 3 Premises, as set forth in Section 10 of Amendment No. 2, notwithstanding the temporary operation of the Lounge in Terminal 2._The permanent relocation and construction of the New Terminal 3 Premises Entrance and the Ancillary Rooms, and opening to the public of the portions of Terminal 3 West such that access to the Terminal 3 Premises is restored shall be referred to herein as the **City's T3 Work**.

- E. This Amendment is subject to the approval of the Commission under San Francisco Administrative Code 2A.173, and of the Board under Charter Section 9.118 (the "Required City Approvals").
- F. All capitalized terms not otherwise defined herein shall have the same meaning given to them in the Original Lease, or any subsequent amendments, as applicable.

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 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.** <u>Effective Date</u>. This Amendment shall be deemed effective on the date of execution by City following the receipt of all Required City Approvals:

8/16/2025	[Date to be Inserted by	City	1 (the	"Effective Date")
0/10/2020		Oity	1 (1110	Lilective Date

Temporary Relocation of the Lounge. Tenant shall cease all operations in its Terminal 3 Premises no later than June, 1, 2025 and shall vacate the Terminal 3 Premises no later than July 1, 2025. Tenant has been in possession of the Terminal 2 Premises (as defined below) as of February 24, 2025, and Tenant covenants and agrees that its obligations with respect to indemnification and insurance under the Lease apply to its possession of the Terminal 2 Premises since that date. Tenant shall temporarily relocate its Lounge operations to Terminal 2 located in a 9,035 square foot space as depicted on Exhibit A attached hereto (Terminal 2 Premises), and shall complete all such relocation and improvement work required to open for business operations in the Terminal 2 Premises no later than July 1, 2025. Tenant will be solely responsible for all costs and expenses incurred in connection with relocating to and improving the Terminal 2 Premises. Upon the relocation of the Lounge to the Terminal 2 Premises, all references to "Premises" in the Lease shall refer to the Terminal 2 Premises, except as otherwise expressly provided herein.

4. Rent Adjustments.

- (a) <u>Terminal 3 Premises</u>. Upon the surrender of the Terminal 3 Premises, estimated to be around June 30, 2025, Rent for the Terminal 3 Premises will be suspended.
- (b) <u>Terminal 2 Premises</u>. Upon the earlier to occur of (i) the commencement of operations in the Terminal 2 Premises and (ii) July 1, 2025, Minimum Annual

Guarantee Rent shall be \$224.22 per square foot per annum for the Terminal 2 Premises, and based on a square footage of 9,035 square feet, payable in monthly installments as required under Section 4.2 of the Lease (as amended by Amendment No. 2). This adjusted Minimum Annual Guarantee Rent shall be in effect through December 31, 2026. Minimum Annual Guarantee Rent will adjust thereafter based upon Article 4.3 of the Lease (as amended by Amendment No. 2).

- (c) <u>Promotional Charge</u>. During Tenant's operations in the Terminal 2 Premises, the annual Promotional Charge will decrease from \$15,287 to \$9,035 to reflect the decrease in square footage of the Terminal 2 Premises.
- 5. Construction of New Lounge Entrance and Ancillary Rooms. The T3 West Project includes the permanent closure of the Centurion Lounge entrance on the departure level and the creation and construction of the new Terminal 3 Premises Entrance, break room and storage room (such rooms referred to as the "Ancillary Rooms") located on the mezzanine level of Terminal 3. City shall construct the new Terminal 3 Premises Entrance and Ancillary Rooms, at City's sole cost and expense, in accordance with Tenant brand standards and Tenant's approved design for the New Terminal 3 Premises Entrance, as well as Tenant's reasonable requirements for the Ancillary Rooms. Tenant shall at all times diligently cooperate with City in providing its brand standards, will be included in all meetings with respect to reviewing plans and specifications for the New Terminal 3 Premises Entrance and the Ancillary Rooms. The New Terminal 3 Premises Entrance and Ancillary Rooms shall be designed and constructed to a similar level of finish as the existing Premises with City and Tenant mutually agreeing to final specific design elements.
- **Confirmation of Extension of Term**. Notwithstanding the operation of a temporary Lounge in the Terminal 2 Premises, the terms of Section 10 of Amendment No. 2 providing for a day for day extension of the Term of the Lease for the period of time that Tenant was required to close its Terminal 3 Premises due to the T3 West Project shall remain in effect, and Tenant shall receive such extension of its Term. Upon Tenant's return to the Terminal 3 Premises, as set forth in Section 8 below, City and Tenant shall memorialize such extension of the Lease Term in writing, which shall not require or constitute a formal modification of the Lease.
- Securing the Terminal 3 Premises/Early Access. In advance of the commencement 7. of City's T3 Work, Tenant and City will agree on reasonable measures to secure and protect the Terminal 3 Premises during the progress of the T3 West Project and City's T3 Work, with such measures to be implemented prior to the commencement of such work at City's sole cost and expense. From time to time during the progress of City's T3 Work, upon reasonable prior notice to City, Tenant shall have the right to enter the Terminal 3 Premises to monitor same and perform such procedures as may be reasonably necessary to maintain the Terminal 3 Premises in good condition during the temporary closure. Following written notice provided to Tenant no less than one hundred eighty (180) days prior to the date that City will complete City's T3 Work ("Expected Completion Notice"), City shall permit Tenant, Tenant's employees, contractors, and the employees of Tenant's third party operator of the Lounge (collectively "Tenant's Personnel") to enter upon the Terminal 3 Premises to test Tenant's systems and otherwise prepare the Lounge for reopening, and City will provide utilities to the Terminal 3 Premises for such purpose at no cost to Tenant. Tenant agrees that any Tenant Personnel entering Terminal 3 and the Terminal 3 Premises during the progress of City's T3 Work pursuant to this Section 7 will comply with City's site safety protocols during such early access, and such activities by

Tenant's Personnel will be covered by Tenant's insurance and indemnification obligations under the Lease.

- **8.** Return to Terminal 3 Premises. Within thirty (30) days following written notice from City of the completion of City's T3 Work with all necessary permits and approvals for the use of the Terminal 3 Premises as a Lounge ("Completion Notice"), Tenant shall surrender the Terminal 2 Premises in accordance with Section 16 of the Original Lease, and relocate back to the Terminal 3 Premises at Tenant's sole cost and expense. Subject to receipt of the Expected Completion Notice and the Completion Notice in accordance with the terms of this Amendment, all Rent for the Terminal 3 Premises shall recommence upon the earlier to occur of (i) the reopening of the Lounge in the Terminal 3 Premises to Tenant's customers and (ii) 30 days from City's delivery of the Completion Notice. All Rent, including the Minimum Annual Guarantee and all other charges due under the Lease for the Terminal 3 Premises shall resume at the adjusted amounts that would otherwise be due had the closure of the Terminal 3 Premises not occurred. Upon the return of the Lounge back to the Terminal 3 Premises, all references to "Premises" in the Lease shall refer to the Terminal 3 Premises.
- **9.** Further Modification of Lease. Given the inherent uncertainty around the schedule and logistics of temporarily relocating a large tenant such as Tenant during a large scale capital project such as the T3 West Project, the Airport Director shall have the right to enter into further non-material modifications of the Lease on behalf of the City in order to implement the purposes of this Amendment without the further consent of the Commission or Board of Supervisors, provided that the terms of any such modification (i) are agreed upon by Tenant, and (ii) do not otherwise (a) materially increase the financial obligations or liabilities of City; (b) increase the term of the Lease, or (c) change the permitted use under the Lease.
- 10. 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 neither the Terminal 2 Premises or the Terminal 3 Premises have 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 either the Terminal 2 Premises or the Terminal 3 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 Terminal 2 Premises, or the Terminal 2 Premises, as applicable.
- **11.** Prevailing Rates of Wages for Tenant Initial Improvements and Alterations. Section 7.7 of the Original Lease is hereby deleted and replaced with the following:
 - "7.7 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 San Francisco Labor and Employment Article 103, 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 Section
 - (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**).
- 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 Labor and Employment Code Section 103.3 and 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."

12. New City and Other Governmental Provisions. The following provision is hereby added as a new section of Article 19 of the Lease:

"19.34 <u>Pertinent Non-Discrimination Authorities</u>. During the performance of this Lease, Tenant, for itself, its assignees, and successors-in-interest (hereinafter referred to as the "contractor" in this Section 19.34) 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.).

13. Revised City and Other Governmental Provisions.

- (a) Section 19.8 of the Original Lease is modified to include the following subsection (c) at the end of the provision:
 - "(c) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 27, which require, among other things, that all televisions and audio-visual displays installed in passenger areas have high-contrast captioning capability, which is at all times enabled."
- "(b) Section 19.20 of the Original Lease is hereby deleted and replaced with the following:
 - "19.20 Labor Peace/Card Check Rule. 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."
- (b) Section 19.24 of the Original Lease is hereby deleted and replaced with the following:
 - "19.24 Notification of Limitations on Contributions. By executing this Agreement, Tenant acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who leases, or seeks to lease, to or from any department of the City any land or building from making any campaign contribution to (a) an individual holding a City elective office if the contract must be approved by that official, the board on which that individual serves, or a state agency on whose board an appointee of that individual serves, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the submission of a proposal for the lease until the later of either the termination of negotiations for the lease or twelve (12) months after the date the City approves the

lease. Tenant acknowledges that the foregoing restriction applies only if this Agreement or a combination or series of leases or other contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars (\$100,000) or more. Tenant further acknowledges that (i) the prohibition on contributions applies to each prospective party to the lease; any person on Tenant's board of directors, any of Tenant's principal officers (including its chairperson, chief executive officer, chief financial officer, chief operating officer) and any person with an ownership interest of more than 10 percent (10%) in Tenant; any subtenant listed in the lease or any lease proposal; and any committee that is sponsored or controlled by Tenant; and (ii) within thirty (30) days of the submission of a proposal for the lease, the City department with whom Tenant is leasing is obligated to submit to the Ethics Commission the parties to the lease and any subtenant. Additionally, Tenant certifies that it informed any member of its board of directors and any of its principal officers, including its chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of more than 10% in Tenant, and any subtenant listed herein of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for this Agreement, and has provided the names of the persons required to be informed to the City department with whom it is leasing. Violation of Section 1.126 may result in criminal, civil, or administrative penalties."

- 14. Entire Agreement. This Amendment, together with the Original Lease, as amended, 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
- **15.** <u>Miscellaneous</u>. 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 the Airport, 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. 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.
- **16. No Other Modifications; Full Force and Effect**. Except as otherwise modified by this Amendment, the remainder of the Lease shall remain unmodified and in full force and effect.
- 17. <u>Counterparts and Electronic Signatures</u>. 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 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 as if the original had been received.

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[SIGNATURE PAGE TO FOLLOW]

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

TENANT: American Express Travel Related Services
Company, Inc., a New York
corporation

By:

By:

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(type or print)

Title: SVP-Global Real Estate

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

Docusigned by:

Mike Nakornkhet

F7216F51AF8FMike Nakornkhet

Airport Director

AUTHORIZED BY AIRPORT COMMISSION

Resolution No.: 25-0043

Adopted: March 4, 2025

DocuSigned by:

Attest:

By:

-85B9720881ASecretary
Airport Commission

APPROVED AS TO FORM:

Vanthe Odelin

DAVID CHIU, City Attorney

Cluris Stuart

-6261D Deputy City Attorney

EXHIBIT A TERMINAL 2 PREMISES

9,035 Square Feet in Terminal 2 as shown below.

