

File No. 241106

Committee Item No. 8

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 12, 2025

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
- Draft Amend No. 3 - L15-0039 WDFG (Jo Malone Tom Ford Aveda)
  - Draft Amend No. 3 - L17-0209 DFS Group
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  - Draft Amend No. 2 - L19-0053 Apparel Sourcing (We Are SF)
  - Draft Amend No. 2 - L20-0046 Genesco (Johnston & Murphy)
  - Draft Amend No. 1 - L23-0250 Chaló
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission (15) |
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**OTHER**

**(Click on the Hyperlinks to be redirected to the Legislative Research Center to view the entirety of voluminous documents)**

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L15-0039 - Executed Original - Amends 1-2</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L17-0209 - Executed Original - Amends 1-2</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L17-0210 - Executed Original - Amends 1-3</a>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0232 - Executed Original - Amends 1-2</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0233 - Executed Original - Amends 1-2</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0284 - Executed Original - Amend 1</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0345 - Executed Original - Amends 1-2</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0395 - Executed Original - Amends 1-2</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L19-0053 - Executed Original - Amend 1</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L20-0046 - Executed Original - Amend 1</a>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">L23-0250 - Executed Original</a>
<input type="checkbox"/>	<input type="checkbox"/>	

**Completed by:** Brent Jalipa **Date** February 6, 2025  
**Completed by:** Brent Jalipa **Date** \_\_\_\_\_

1 [Airport Specialty Retail Minimum Annual Guarantee Rent Reduction Program]

2

3 **Resolution approving the Specialty Retail Minimum Annual Guarantee Rent**  
4 **Reduction Program for certain specialty retail concession tenants, allowing the**  
5 **Airport to do a one-time adjustment of the Minimum Annual Guarantees due under**  
6 **the leases, and changing the method for future adjustments of the Minimum Annual**  
7 **Guarantees.**

8

9 WHEREAS, There are 17 Specialty Retail leases at the Airport that pay Base Rent on  
10 an annual basis equal to the greater of a tiered percentage of gross sales (Percentage Rent)  
11 or a Minimum Annual Guarantee (MAG); and

12 WHEREAS, The MAG is adjusted annually based on a Consumer Price Index (CPI)  
13 resulting in continual increase in rent; and

14 WHEREAS, As a category of concession leases, the Specialty Retail leases are an  
15 important category of leases that are expected by the traveling public, including gift stores,  
16 confections and electronic merchandise, but they currently have an abnormally high rent as a  
17 percentage of sales brought about by a significant drop in per passenger spending, 17% when  
18 compared to pre-pandemic activity, and annual MAG growth of approximately 2%; and

19 WHEREAS, 12 of the 16 Specialty Retail leases feature MAGs that are substantially  
20 higher than what is considered sustainable market rent; and

21 WHEREAS, One Specialty Retail lease, Lease No. 23-0250 with Chalo, LLC doing  
22 business as Chalo, is still under construction; and

23 WHEREAS, It is in the best interest for the Airport to make adjustments to the Base  
24 Rent in order to ensure the leases remain financially viable and the operations of such

25

1 concessions continue, which will maintain important retail offerings for the traveling public and  
2 support local employment; and

3 WHEREAS, The Specialty Retail Minimum Annual Guarantee Rent Reduction Program  
4 consists of the following main terms: 1) for those Specialty Retail leases with a Rent  
5 Commencement Date prior to January 1, 2023, a one-time reset of the MAG commencing  
6 with Calendar Year 2025 to the lesser of the existing MAG or 16% of gross sales during  
7 Calendar Year 2023; 2) for Specialty Retail Lease, Lease No. 23-0250 with Chalo, LLC, a  
8 one-time reset of the MAG for Calendar Year 2026 equal to the lesser of the MAG for  
9 Calendar Year 2025 or 16% of gross sales during Calendar Year 2025, and 3) beginning with  
10 the next MAG adjustment date for each such lease in the program, change the method for  
11 adjusting the MAG from an annual CPI adjustment to the more common practice in the  
12 industry of MAG being adjusted to the greater of the existing MAG or 85% of prior year's Base  
13 Rent, which is more in line with industry practice; and

14 WHEREAS, On October 15, 2024, by Resolution No. 24-0222, the Airport Commission  
15 approved the Specialty Retail Minimum Annual Guarantee Rent Reduction Program; now,  
16 therefore, be it

17 RESOLVED, That this Board of Supervisors approves the Specialty Retail Minimum  
18 Annual Guarantee Rent Reduction Program and the execution of appropriate amendments to  
19 each of the Specialty Retail leases listed on Attachment A attached to the Airport Director's  
20 memorandum which accompanies this Resolution, which is included in Board of Supervisors  
21 in File No. 241106; and, be it

22 FURTHER RESOLVED, That within thirty (30) days of the amendments being fully  
23 executed by all parties, the Commission shall provide the final amendments to the Clerk of the  
24 Board for inclusion into the official file.

25

**Attachment A**  
**Specialty Retail Concessions**

	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>Local Ownership</b>	<b>ACDBE</b>
1	Air Sun JV Lease No. 18-0233	Sunglass Hut (T3 BA/E)		X
2	Air Sun JV Lease No. 18-0345	Sunglass Hut (T2)		X
3	Apparel Sourcing and Production, LLC Lease No. 19-0053	We Are SF (T2)	X	
4	Brookstone SFO T-2, LLC Lease No. 18-0071	Brookstone (T2)		
5	Canonica New York, LLC Lease No. 17-0210	The Chocolate Market (IT BA/G)		
6	Canonica New York, LLC Lease No. 18-0073	The Chocolate Market (T2)		
7	Canonica New York, LLC Lease No. 18-0284	The Chocolate Market (T3 BA/E)		
8	Chalo, LLC Lease No. 23-0250	Chalo (T3 BA/F)		
9	DFS Group, L.P. Lease No. 17-0209	Sunglasses & Watches (IT BA/A)		X
10	Emporio Rulli, Inc. Lease No. 18-0395	G.R. Chocolates (HMT1)	X	
11	Genesco Partners Joint Venture #11 Lease No. 20-0046	Johnston & Murphy (HMT1)		
12	InMotion Entertainment Group, LLC Lease No. 18-0203	iStore (HMT1)	X	X
13	InMotion SFO-IT, LLC Lease No. 18-0231	InMotion Entertainment (IT BA/A)		
14	InMotion SFO-T3, LLC Lease No. 18-0232	InMotion Entertainment (T3 BA/E), Sound Balance (IT BA/G)		
15	L'Occitane Airport Venture, LLC. Lease No. 18-0205	L'Occitane (HMT1)		X
16	RAKH, Inc. Lease No. 18-0207	NYS Collection Eyewear (HMT1)	X	
17	World Duty Free Group North America, LLC Lease No. 15-0039	Jo Malone, Tom Ford, Aveda (T3 East)		X

<p><b>Item 8</b> <b>File 24-1106</b></p>	<p><b>Department:</b> San Francisco International Airport (Airport)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <p>The proposed resolution would authorize the Airport to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program for 17 specialty retail concession tenants. The proposed program terms include: (1) A one-time reset of the Minimum Annual Guaranteed (MAG) rent commencing in CY 2025 to the lesser of the existing MAG or 16 percent of gross revenues during CY 2023 for specialty retail leases with a rent commencement date prior to January 1, 2023; (2) Change the method for adjusting the MAG from an annual CPI adjustment to adjusting to the greater of the existing MAG or 85 percent of prior year’s base rent, commencing with the next MAG adjustment date for each lease in the program; and (3) a one-time reset of the MAG for CY 2026 equal to the lesser of the MAG for CY 2025 or 16 percent of gross revenues during CY 2025 for the lease with specialty retail tenant Chalo, LLC, which is still in its construction period.</p> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Airport currently has 17 specialty retail leases, which is a category of concession leases that includes stores that sell items such as confections, gifts, and electronics merchandise. Under the terms of their leases, the 17 specialty retail tenants currently pay rent annually to the Airport equal to the MAG rent or a tiered percentage rent based on gross revenues, whichever is greater. In addition, MAG rent for the specialty retail leases is adjusted annually by the Consumer Price Index (CPI).</li> <li>• Passenger spending at specialty retail stores at SFO has declined since the pandemic, decreasing by 18 percent from FY 2018-19 to FY 2023-24 and by nine percent from FY 2022-23 to FY 2023-24. In addition, six specialty retail tenants have requested a rent reduction or early lease termination, are behind on rent or are on a payment plan.</li> <li>• Our review of financial statements from 16 specialty retail tenants confirmed that the majority (11 tenants) incurred losses. Of those 11 tenants, the net losses (as a percentage of revenue) ranged from approximately -0.5 percent to -111.6 percent. The average net income, as a percentage of revenue, across all 16 tenants was -16.1 percent.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The Airport estimates that the rental reduction program will result in a projected decrease of \$1.2 million in rent in CY 2025. The Airport makes an Annual Service Payment to the City’s General Fund, equal to 15 percent of concession revenues. The projected \$1.2 million decrease in rent would result in decreased transfers to the General Fund of approximately \$180,000 in CY 2025. We estimate the impact on the General Fund would be \$195,000 in CY 2026.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

## BACKGROUND

### Airport Specialty Retail Leases

The Airport currently has 17 specialty retail leases, which is a category of concession leases that include stores that sell items such as confections, gifts, and electronics merchandise, among others. Sixteen of the 17 specialty retail leases commenced between 2015 to 2022 and expire between 2026 and 2035, and one lease with Chalo, LLC (as tenant) is still under construction with an anticipated completion date of March 2025. Appendix I summarizes the 17 specialty retail leases at the Airport.

The Airport previously amended certain leases, including specialty retail leases, to waive certain rents and fees due to the Airport between April 2020 and December 2020 under the Airport's COVID-10 Emergency Rent Relief Program.<sup>1</sup>

### Concession Rent

Under the terms of their leases, the 17 specialty retail tenants currently pay rent annually to the Airport equal to the Minimum Annual Guaranteed (MAG) rent or a tiered percentage rent based on gross revenues, whichever is greater. The tiered percentage rent structure for most of the leases<sup>2</sup> is as follows:

- 12 percent of gross revenues up to and including \$500,000;
- 14 percent of gross revenues from \$500,000 up to and including \$1,000,000 and;
- 16 percent of gross revenues over \$1,000,000.

In addition, MAG rent for the specialty retail leases is adjusted annually by the Consumer Price Index (CPI), which typically results in an increase of approximately two to three percent per year.

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<sup>1</sup> In January 2021, the Board of Supervisors provided the Airport delegated authority to amend leases to waive MAG and percentage rents under the Airport's COVID-19 Emergency Rent Relief Program (File 20-1278). This Rent Relief Program was funded by federal stimulus monies under the CARES Act.

<sup>2</sup> Percentage rent for the three InMotion leases applies an 8% rate to sales of electronics and hardware and otherwise uses the same tiered structure shown above. Percentage rent for the Genesco lease is equal to 12% of gross revenues up to \$1 million plus 14% of gross revenues from \$1 million to \$2 million, plus 16 percent of gross revenues over \$2 million.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize the Airport to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program for the 17 specialty retail concession tenants (as listed in Appendix I). The proposed rent reduction program terms are as follows:

- A one-time reset of the MAG commencing in CY 2025 to the lesser of the existing MAG or 16 percent of gross revenues during CY 2023 for specialty retail leases with a rent commencement date prior to January 1, 2023;
- Change the method for adjusting the MAG from an annual CPI adjustment to adjusting to the greater of the existing MAG or 85 percent of prior year’s base rent, commencing with the next MAG adjustment date for each lease in the program; and
- A one-time reset of the MAG for CY 2026 equal to the lesser of the MAG for CY 2025 or 16 percent of gross revenues during CY 2025 for the lease with specialty retail tenant Chalo, LLC, which is still in its construction period.

The proposed resolution also approves amendments to 17 existing leases to reflect the proposed rent reduction program.

**Need for Rent Reduction Program**

Passenger spending at specialty retail stores at SFO has declined since the pandemic. According to data provided by the Airport, specialty retail spending has decreased by 18 percent from FY 2018-19 to FY 2023-24 and by nine percent from FY 2022-23 to FY 2023-24. Airport staff believe that the rise in the prices of food and goods is driving the decline in passenger spending on discretionary items.

According to Airport staff, six specialty retail tenants have requested a rent reduction or early lease termination, are behind on rent or are on a payment plan. According to data provided by the Airport, among the specialty retail tenants operating during FY 2023-24, 11 of the 17 leases had MAGs (and total rent) greater than 20 percent of FY 2024 gross sales.<sup>3</sup> According to the memo from the Airport Director to the Airport Commission on the proposed rent reduction program (Airport Memo), the initial business deals were planned with rent not exceeding 13.5 percent to 14.6 percent of gross sales.<sup>4</sup>

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<sup>3</sup> This is based on CY 2024 MAG amounts and FY 2023-24 sales, rather than CY 2024 sales because CY 2024 certified sales amounts are not yet available. The calculation assumes that the MAG rent has not been suspended for any months in CY 2024. Section 4 of the leases provides for the MAG rent to be suspended if Airport enplanements drop below 80 percent of the levels of the prior year the lease was awarded for three consecutive months. The MAG is then reinstated if enplanements increase back to at least 80 percent of the levels of the prior year the lease was awarded for two consecutive months. When the MAG is suspended, the tenant would still pay percentage rent, which may be lower than the MAG.

<sup>4</sup> According to the Airport, MAG rent for specialty leases are originally set by projecting sales revenue and applying the existing tiered percentage rent structure (as mentioned above). This amount is then discounted by



Consequently, to support the financial viability of the leases, the Airport is proposing a one-time reset of the MAG commencing in CY 2025 to the lesser of the existing MAG or 16 percent of gross revenues during CY 2023 for specialty retail leases with a rent commencement date prior to January 1, 2023. Based on estimates provided by the airport, this would reduce the MAG in CY 2025 for 13 out of 16 specialty retail leases commencing before January 1, 2023, as shown in Exhibit 1. The Airport decided to set the gross revenues threshold at 16 percent because it is the highest tier of the existing tiered percentage rent structure.

In addition, as previously mentioned, MAG rent for the specialty retail leases is currently adjusted annually by Consumer Price Index (CPI), which typically results in an increase of approximately two to three percent per year. As part of the rent reduction program, the Airport has proposed adjusting the MAG annually to the greater of existing MAG or 85 percent of prior year's Base Rent, which is a more common practice in the industry according to the Airport memo.<sup>5</sup> The Airport states this will provide downside protection for tenants while maintaining steady cashflow for the airport.

#### *Review of Financial Statements*

Our review of financial statements from 16 specialty retail tenants<sup>6</sup> confirmed that the majority (11 tenants) incurred losses. Of those 11 tenants, the net losses (as a percentage of revenue) ranged from approximately -0.5 percent to -111.6 percent.<sup>7</sup> The average net income, as a percentage of revenue, across all 16 tenants was -16.1 percent.

## **FISCAL IMPACT**

### **Reduction in Rent and Annual Service Payment to the General Fund**

The Airport estimates that the rental reduction program will result in a projected decrease of \$1.2 million in rent in CY 2025, if enplanement activity is more fully recovered. This is based on

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approximately 10 to 15 percent to establish the Minimum Acceptable Financial Offer, which becomes the “floor” that the proposer can bid during the competitive solicitation process. The proposer’s financial offer comprises approximately 15 out of 100 evaluation points of the solicitation; the other 75 points are allocated to concept and design.

<sup>5</sup> According to Airport staff, the airport conducted email outreach to 84 airports nationwide to survey MAG adjustment practices. Out of 29 airports that responded, 28 use a MAG adjustment process similar to the proposed rent reduction program. Airport staff states that many of the 84 airports are small and not comparable to SFO and therefore may have contributed to a lower response rate.

<sup>6</sup> The Airport provided financial statements from 16 specialty retail tenants (excluding Chalo, LLC which is currently under construction). The majority (14) of financial statements are from 2024, and two are from 2023.

<sup>7</sup> Of the five tenants that did not incur losses, the net income (as a percentage of revenue) ranged from approximately 0.6 to 18.6 percent.

projected CY 2025 sales estimates<sup>8</sup> for all specialty retail leases and assumes an annual MAG adjustment of 3.9 percent CPI<sup>9</sup> increase to the CY 2024 MAG for each lease.<sup>10</sup>

Exhibit 1 shows the cost breakdown by specialty retail lease<sup>11</sup> of the proposed rent reduction program’s total projected decrease of \$1.2 million in revenue to the Airport in CY 2025.

**Exhibit 1: Cost Breakdown of Proposed Airport Rent Reduction Program**

Tenant	CY2024 Total Estimated Rent	Existing Leases: Projected CY2025 Total Rent (Without Rent Reduction Program)	Proposed Amendments: Projected CY2025 Total Rent (With Rent Reduction Program)	Difference between Existing and Proposed: (Projected Decrease from Rent Reduction Program)
Air Sun dba Sunglass Hut (Terminal 2)	\$142,916	\$148,490	\$142,916	\$5,574
Air Sun dba Sunglass Hut (Terminal 3)	105,033	159,412	159,412	0
Apparel Sourcing and Production, LLC dba We are SF	248,061	257,735	248,061	9,674
Brookstone SFO T-2, LLC dba Brookstone	373,379	387,941	213,109	174,832
Canonica New York, LLC dba The Chocolate Market (Terminal 3)	115,745	120,259	51,867	68,392
Canonica New York, LLC dba The Chocolate Market (Terminal 2)	264,833	275,161	128,267	146,894
Canonica New York, LLC dba The Chocolate Market (International Terminal)	337,099	350,246	182,919	167,327
DFS Group, L.P.	447,619	465,076	185,797	279,279
Genesco Partners Joint Venture #11 dba Johnston & Murphy	383,359	398,310	361,606	36,704
InMotion Entertainment Group, LLC dba iStore	468,769	487,051	436,928	50,123
InMotion SFO-IT, LLC dba InMotion	388,732	403,893	317,915	85,978
InMotion SFO-T3, LLC dba InMotion (E) and Sound Balance	495,025	549,523	549,523	0
L'Occitane Airport Venture, LLC dba L'Occitane	153,455	159,440	94,635	64,805
RAKH, Inc. dba NYS Eyewear	141,917	147,452	88,549	58,903
Rulli, G. R. Chocolates	165,374	171,824	117,971	53,852
WDFG North America, LLC dba Jo Malone, Tom Ford	211,914	227,674	227,674	0
<b>Total</b>	<b>\$4,443,231</b>	<b>\$4,709,486</b>	<b>\$3,507,150</b>	<b>\$1,202,336</b>

Source: Airport

<sup>8</sup> Projected CY 2025 sales estimates are based on FY 2024 spend rates by boarding area and the projected number of departing enplaned passengers in CY 2025.

<sup>9</sup> According to the Airport, this is based on a 3-year average (CY 2022-2024) of the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers

<sup>10</sup> The calculation also assumes that the MAG rent for all specialty retail leases will not be suspended in CY 2025.

<sup>11</sup> The cost breakdown excludes Chalo, LLC, which is currently under construction.

**Annual Service Payment**

The Airport makes an Annual Service Payment to the City's General Fund, equal to 15 percent of concession revenues. The projected \$1.2 million decrease in rent would result in decreased transfers to the General Fund of approximately \$180,000 in CY 2025.

**Calendar Year 2026 Impact**

If sales escalate by five percent in CY 2026, we estimate that the proposed amended leases would generate approximately \$1.3 million less in base rent in CY 2026 compared to the existing leases, resulting in a reduction in the Annual Service Payment of \$195,000. If sales escalate by more than five percent, the cost of the rent reduction program would be less since percentage rent would be greater, which reduces the impact of the lower MAG. These estimates do not include the impact of the one-time MAG adjustment for Chalo, LLC in CY 2026 because there is no historical sales information for this vendor since the store has not yet opened.

**Impact on Airport Tenants**

According to financial data provided by the Airport, the subject Airport tenants recorded net losses of approximately \$2.2 million in CY 2024 though some tenants were profitable. The proposed concession lease amendments would provide approximately \$1.2 million in rent relief in CY 2025. The proposed new lease structure increases the Airport's cost sharing of specialty retail financial losses with an impact of approximately \$180,000 in the General Fund in CY 2025 and \$195,000 in CY 2026. The Airport believes this will reduce the likelihood of tenants requesting an early termination or entering bankruptcy, which would have a greater impact on Airport revenues and by extension on the General Fund.

**RECOMMENDATION**

Approve the proposed resolution.

**Appendix I: Airport Specialty Retail Leases**

Specialty Retail Lease Tenant	CY 2024 Minimum Annual Guarantee Rent (MAG)	CY 2024 Estimated Percentage Rent <sup>12</sup>	CY 2024 Estimated Total Base Rent (Greater of MAG or Percentage Rent)	Rent Commencement Date	Lease Expiration Date
Air Sun dba Sunglass Hut (Terminal 2)*^	\$142,916	\$139,657	\$142,916	1/1/2020	6/30/2030
Air Sun dba Sunglass Hut (Terminal 3)*	\$68,599	\$105,033	\$105,033	1/1/2020	6/30/2030
Apparel Sourcing and Production, LLC dba We are SF^	\$248,061	\$207,485	\$248,061	9/1/2021	8/31/2030
Brookstone SFO T-2, LLC dba Brookstone^	\$373,379	\$168,956	\$373,379	3/1/2020	8/31/2030
Canonica New York, LLC dba The Chocolate Market (Terminal 3)	\$115,745	\$36,000	\$115,745	8/1/2019	7/31/2026
Canonica New York, LLC dba The Chocolate Market (Terminal 2)^	\$264,833	\$115,682	\$264,833	4/6/2019	10/5/2031
Canonica New York, LLC dba The Chocolate Market (International Terminal)^	\$337,099	\$184,371	\$337,099	7/1/2018	12/31/2030
Chalo, LLC (under construction as of Feb 2025)	n/a	n/a	n/a	12/1/2024	11/30/2031
DFS Group, L.P.*^	\$447,619	\$141,427	\$447,619	2/1/2019	1/31/2028
Genesco Partners Joint Venture #11 dba Johnston & Murphy^	\$383,359	\$207,368	\$383,359	8/1/2022	8/31/2035
InMotion Entertainment Group, LLC dba iStore*^	\$468,769	\$257,160	\$468,769	8/1/2019	1/31/2035
InMotion SFO-IT, LLC dba InMotion^	\$388,732	\$221,965	\$388,732	1/1/2020	6/30/2033
InMotion SFO-T3, LLC dba InMotion (E) and Sound Balance^	\$495,025	\$312,693	\$495,025	10/1/2020	8/31/2033

<sup>12</sup> This is based on FY 2024 gross sales because the Airport states that CY 2024 certified sales amounts are not yet available.

Specialty Retail Lease Tenant	CY 2024 Minimum Annual Guarantee Rent (MAG)	CY 2024 Estimated Percentage Rent <sup>12</sup>	CY 2024 Estimated Total Base Rent (Greater of MAG or Percentage Rent)	Rent Commencement Date	Lease Expiration Date
L'Occitane Airport Venture, LLC dba L'Occitane*^	\$153,455	\$55,277	\$153,455	11/1/2020	10/31/2027
RAKH, Inc. dba NYS Eyewear^	\$141,917	\$52,062	\$141,917	4/1/2021	8/31/2030
Rulli, G. R. Chocolates^	\$165,374	\$68,873	\$165,374	10/1/2021	3/31/2029
WDFG North America, LLC dba Jo Malone, Tom Ford*^	\$211,914	\$148,846	\$211,914	11/18/2015	10/31/2027
<b>Total</b>	<b>\$4,406,796</b>	<b>\$2,422,856</b>	<b>\$4,443,231</b>		

Source: Airport

\*Businesses certified as Airport Concessions Disadvantaged Business Enterprises (ACDBEs) under U.S. Department of Transportation regulations. Disadvantaged business enterprises are small businesses that are 51 percent owned by socially and economically disadvantaged individuals, such as members of groups that have historically faced discrimination in hiring (such as women and Black Americans).

^Leases that require Board of Supervisors approval for any changes.



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO TERMINAL 3 SPECIALTY RETAIL STORE LEASE A, LEASE NO. 15-0039 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between World Duty Free Group North America, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 17, 2015, by Resolution No. 15-0039, the Commission awarded to Tenant the Terminal 3 Specialty Retail Store Lease A (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 26, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 25, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$190,711.36 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$211,914.00 or \$190,711.36, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$1,191,946.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**




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

**TENANT:**

**CITY:**

World Duty Free Group North America, LLC, a Delaware limited liability company

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

By:   
Name: Jordi Martin Consuegra

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

Title: Deputy President and Chief Executive Officer **Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution No. 24-0222 on October 15, 2024, and Resolution No. \_\_\_\_\_ finally passed by the San Francisco Board of Supervisors on \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO INTERNATIONAL TERMINAL SPECIALTY CONCESSION LEASE NO. 3, LEASE NO. 17-0209 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between DFS Group, L.P. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 5, 2017, by Resolution No. 17-0209, the Commission awarded to Tenant the International Terminal Specialty Concession Lease No. 3 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated November 4, 2020, authorized on September 10, 2019, by Commission Resolution No. 19-0213 and on October 6, 2020 by Board of Supervisors Resolution No. 471-20; and

(ii) Amendment No. 2 dated March 9, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$143,273.60 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$447,619.00 or \$143,273.60, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$895,460.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

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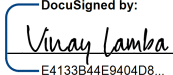
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

**CITY:**

DFS Group, L.P.,  
a Delaware Limited Partnership

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

By:  \_\_\_\_\_  
Name: Vinay Lamba

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

Title: President, Store Operations US&Asia Pacific **Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE**  
**[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 4 TO INTERNATIONAL TERMINAL SPECIALTY CONCESSION LEASE NO. 4, LEASE NO. 17-0210 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Canonica New York, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 5, 2017, by Resolution No. 17-0210, the Commission awarded to Tenant the International Terminal Specialty Concession Lease No. 4 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated November 4, 2020, authorized on September 10, 2019, by Commission Resolution No. 19-0218 and on October 6, 2020 by Board of Supervisors Resolution No. 472-20; and

(ii) Amendment No. 2 dated March 22, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(iii) Amendment No. 3 dated April 24, 2024, authorized on September 5, 2023 by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

### **3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$182,918.84 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$337,099.00 or \$182,918.84, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$1,143,242.74. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

## 5. Miscellaneous.

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

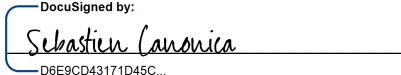
### **[Remainder of Page Intentionally Left Blank]**

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



**TENANT:**

Canonica New York, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
Sebastien Canonica  
D6E9CD43171D45C...

Name: Sebastien Canonica

Title: Director

**CITY:**

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

By: \_\_\_\_\_

Name: Ivar C. Satero

Title: Airport Director

**Effective Date (to be inserted by City  
only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO TERMINAL 2 SPECIALTY RETAIL CONCESSION LEASE 1, LEASE NO. 18-0071 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Brookstone SFO T-2, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On March 20, 2018, by Resolution No. 18-0071, the Commission awarded to Tenant the Terminal 2 Specialty Retail Concession Lease 1 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 26, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 23, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$213,109.12 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$373,379.00 or \$213,109.12, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$1,331,932.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**

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

**TENANT:**

**CITY:**

Brookstone SFO T-2, LLC,  
a Delaware limited liability company

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

By:   
Signed by:  
E56497DAA962466...

By: \_\_\_\_\_

Name: Jordi Martin Consuegra

Name: Ivar C. Satero

Title: Airport Director

Title: Deputy President and Chief Executive Officer **Effective Date (to be inserted by City**

**only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE**  
**[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 4 TO TERMINAL 2 SPECIALTY RETAIL CONCESSION LEASE NO. 3, LEASE NO. 18-0073 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Canonica New York, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On March 20, 2018, by Resolution No. 18-0073, the Commission awarded to Tenant the Terminal 2 Specialty Retail Concession Lease No. 3 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated November 4, 2020, authorized on September 10, 2019, by Commission Resolution No. 19-0205 and on October 6, 2020 by Board of Supervisors Resolution No. 477-20; and

(ii) Amendment No. 2 dated March 21, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(iii) Amendment No. 3 dated April 23, 2024, authorized on September 5, 2023 by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

### 3. Amendments

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$128,267.44 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$264,833.00 or \$128,267.44, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$801,671.49. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

4. **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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.


**[Remainder of Page Intentionally Left Blank]**



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

**TENANT:**

Canonica New York, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
D6E9CD43171D45C...

Name: Sebastien Canonica

Title: Director

**CITY:**

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

By: \_\_\_\_\_

Name: Ivar C. Satero

Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE**  
**[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 4 TO TERMINAL 1 RETAIL CONCESSION LEASE NO. 1, LEASE NO. 18-0203 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between InMotion SFO, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On July 10, 2018, by Resolution No. 18-0203, the Commission awarded to Tenant the Terminal 1 Retail Concession Lease No. 1, (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated November 4, 2020, authorized on September 10, 2019, by Commission Resolution No. 19-0198 and on October 6, 2020 by Board of Supervisors Resolution No. 479-20; and

(ii) Amendment No. 2 dated March 11, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(iii) Amendment No. 3 dated April 25, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “Effective Date”).

### **3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$304,951.84 (the “Adjusted MAG Amount”), which is the lesser of the Calendar Year 2024 MAG \$468,769.00 or \$304,951.84, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$1,905,949.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.


(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**

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

**TENANT:**

InMotion SFO, LLC,  
a Florida limited liability company

By:  \_\_\_\_\_  
Name: Roderick McOwan  
Title: Chief Development Officer

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

**AMENDMENT NO. 2 TO SFO CONCESSION LEASE**  
**[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 2 TO TERMINAL 1 RETAIL CONCESSION LEASE 4, LEASE NO. 18-0205 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between L'Occitane Airport Venture, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On July 10, 2018, by Resolution No. 18-0205, the Commission awarded to Tenant the Terminal 1 Retail Concession Lease 4 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 9, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the

Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

### 3. Amendments

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$63,262.88 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$153,455.00 or \$63,262.88, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$395,393.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

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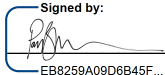
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

**CITY:**

L'Occitane Airport Venture, LLC

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

By:   
Name: Paul Blackburn

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

Title: VP, Retail Development, Americas **Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution No. 24-0222 on October 15, 2024, and Resolution No. \_\_\_\_\_ finally passed by the San Francisco Board of Supervisors on \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE**  
**[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO TERMINAL 1 RETAIL CONCESSION LEASE 6, LEASE NO. 18-0207 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between RAKH, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On July 10, 2018, by Resolution No. 18-0207, the Commission awarded to Tenant the Terminal 1 Retail Concession Lease 6 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 9, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 25, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$56,093.92 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$141,917.00 or \$56,093.92, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$350,587.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

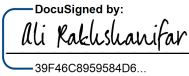
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**

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

**TENANT:**

RAKH, Inc.,  
a California corporation

By:   
Name: Ali Rakhshanifar  
Title: President

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO INTERNATIONAL TERMINAL BOARDING AREA A ELECTRONICS STORE, LEASE NO. 18-0231 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between InMotion SFO-IT, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On August 7, 2018, by Resolution No. 18-0231, the Commission awarded to Tenant the International Terminal Boarding Area A Electronics Store Lease, (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 11, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 25, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$294,370.24 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$388,732.39 or \$294,370.24, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$1,839,814.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

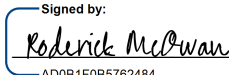
**[Remainder of Page Intentionally Left Blank]**



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

**TENANT:**

InMotion SFO-IT, LLC,  
a Florida limited liability company

By:   
Signed by:  
AD0B1F0B5762484...  
Name: Roderick McOwan  
Title: Chief Development Officer

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO TERMINAL 3 BOARDING AREAS E AND F ELECTRONICS STORES, LEASE NO. 18-0232 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between InMotion SFO-T3, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On August 7, 2018, by Resolution No. 18-0232, the Commission awarded to Tenant the Terminal 3 Boarding Areas E and F Electronics Stores Lease, (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 11, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 25, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$438,139.04 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$485,048.16 or \$438,139.04, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$2,738,369.00. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

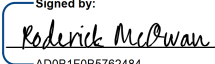
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**

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

**TENANT:**

InMotion SFO-T3, LLC,  
a Florida limited liability company,  
InMotion Entertainment Group, LLC

By:  \_\_\_\_\_

Signed by:  
AD0B1F0B5762484...

Name: Roderick McOwan

Title: Chief Development Officer

**CITY:**

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

By: \_\_\_\_\_

Name: Ivar C. Satero

Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO TERMINAL 3 BOARDING AREA E RETAIL SPECIALTY STORE, LEASE NO. 18-0233 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Air Sun JV dba Sunglass Hut (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On August 7, 2018, by Resolution No. 18-0233, the Commission awarded to Tenant the Terminal 3 Boarding Area E Retail Specialty Store Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 11, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 23, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$68,599.00 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$68,599.00 or \$133,767.44, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$836,046.51. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**



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

**TENANT:**

Air Sun JV,  
Texas general partnership

By:   
Name: Corliss Stone-Littles  
Title: Managing Member

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

**AMENDMENT NO. 2 TO SFO CONCESSION LEASE**  
**[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 2 TO TERMINAL 3 BOARDING AREA E CANDY KIOSK LEASE, LEASE NO. 18-0284 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Canonica New York, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 4, 2018, by Resolution No. 18-0284, the Commission awarded to Tenant the Terminal 3 Boarding Area E Candy Kiosk Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 22, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. 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 City after receipt of all required approvals of City, as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$9,737.26 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$115,745.00 or \$9,737.26, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$60,857.88. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

## **5. Miscellaneous.**

(a) **No Other Modifications.** Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.


(c) Entire Agreement. This Amendment, together with the Lease, 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.

**[Remainder of Page Intentionally Left Blank]**

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

**TENANT:**

Canonica New York, LLC,  
a Delaware limited liability company

By:   
Name: Sebastien Canonica  
Title: Director

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO TERMINAL 2 SUNGLASS STORE LEASE, LEASE NO. 18-0345 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Air Sun JV dba Sunglass Hut (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On October 16, 2018, by Resolution No. 18-0345, the Commission awarded to Tenant the Terminal 2 Sunglass Store Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 11, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 23, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$142,916.00 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$142,916.00 or \$158,872.07, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$992,950.45. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**



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

**TENANT:**

Air Sun JV,  
Texas general partnership

By:   
Name: Corliss Stone-Littles  
Title: Managing Member

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 3 TO TERMINAL 1 RETAIL CONCESSION LEASE NO. 3 – SPECIALTY RETAIL, LEASE NO. 18-0395 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Emporio Rulli, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 18, 2018, by Resolution No. 18-0395, the Commission awarded to Tenant the Terminal 1 Retail Concession Lease No. 3 – Specialty Retail (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated March 26, 2021, authorized on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Resolution No. 5-21; and

(ii) Amendment No. 2 dated April 25, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$78,562.89 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$165,374.00 or \$78,562.89, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$491,018.07. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

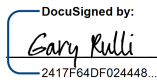
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**

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

**TENANT:**

Emporio Rulli, Inc.,  
a California corporation

By:  \_\_\_\_\_  
Name: Gary Rulli  
Title: president and owner

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney



**AMENDMENT NO. 2 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 2 TO TERMINAL 2 SPECIALTY RETAIL CONCESSION LEASE NO. 2, LEASE NO. 19-0053 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Apparel Sourcing and Production, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On March 19, 2019, by Resolution No. 19-0053, the Commission awarded to Tenant the Terminal 2 Specialty Retail Concession Lease No. 2 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated April 23, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the

Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

### 3. Amendments

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$248,061.00 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$248,061.00 or \$254,223.37, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$1,588,896.07. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

4. **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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.


**[Remainder of Page Intentionally Left Blank]**



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

**TENANT:**

Apparel Sourcing and Production, LLC,  
a California limited liability company

By:   
Name: Tommy Pham  
Title: President

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

**AMENDMENT NO. 2 TO SFO CONCESSION LEASE**  
**[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 2 TO HARVEY MILK TERMINAL 1 RETAIL CONCESSION LEASE NO. 11, LEASE NO. 20-0046 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Genesco Partners Joint Ventures #11 (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On March 17, 2020, by Resolution No. 20-0046, the Commission awarded to Tenant the Harvey Milk Terminal 1 Retail Concession Lease No. 11 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 dated April 25, 2024, authorized on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24.

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Amendment pursuant to City Charter Section 9.118.

D. 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 City after receipt of all required approvals of City, [including the approval of the

Board of Supervisors], as set forth below on the signature page to this Amendment (the “**Effective Date**”).

### **3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2025, also known as Calendar Year 2025, shall be \$230,391.70 (the “**Adjusted MAG Amount**”), which is the lesser of the Calendar Year 2024 MAG \$383,359.00 or \$230,391.70, which is 16% of Tenant’s Gross Revenues for Calendar Year 2023 \$1,439,948.14. After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

**5. Miscellaneous.**

(a) No Other Modifications. Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) 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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AMENDMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AMENDMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AMENDMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AMENDMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AMENDMENT BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A BOARD RESOLUTION WILL BE ADOPTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

**[Remainder of Page Intentionally Left Blank]**


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

**TENANT:**

Genesco Partners Joint Ventures #11,  
joint venture of Genesco, Inc. and Corliss  
Stone-Littles, LLC, together as joint tenants

**CITY:**

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

By:  \_\_\_\_\_  
27710A7C517647B...

Name: Matt Johnson

Title: Treasurer

By: \_\_\_\_\_

Name: Ivar C. Satero

Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution  
No. 24-0222 on October 15, 2024, and  
Resolution No. \_\_\_\_\_ finally passed by  
the San Francisco Board of Supervisors on  
\_\_\_\_\_.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

DS  
ERD

DS  
CM

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE  
[Specialty Retail Rent Reduction Program]**

This LEASE AMENDMENT NO. 1 TO TERMINAL 3 SPECIALTY RETAIL LEASE, LEASE NO. 23-0250 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Chalo, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On October 17, 2023, by Resolution No. 23-0250, the Commission awarded to Tenant the Terminal 3 Specialty Retail Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”).

B. On October 15, 2024, by Resolution No. 24-0222, the Commission authorized the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program (the “**Specialty Retail Rent Reduction Program**”) for 17 specialty retail leases at the Airport, including this Lease. In recognition that these specialty retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant and ongoing drop in per passenger spending, the Specialty Retail Rent Reduction Program offers a one-time MAG reset, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

C. 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 City after receipt of all required approvals of City, as set forth below on the signature page to this Amendment (the “**Effective Date**”).

**3. Amendments**

(a) **One-Time Minimum Annual Guarantee Adjustment.** The Minimum Annual Guarantee for Lease Year 2026, also known as Calendar Year 2026, shall be the MAG in effect for Calendar Year 2025 or 16% of Tenant’s Gross Revenues for Calendar Year 2025, whichever is less (the “**Adjusted MAG Amount**”). After the foregoing adjustment, the first adjustment to the Minimum Annual Guarantee pursuant to Section 4.3 of the Lease (as amended

by Section 3(c) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease shall be deemed to refer to the Adjusted MAG Amount, as adjusted pursuant to the terms of the Lease.

(b) **Deletion of Defined Terms.** Articles 4.1(f) “Consumer Price Index”, 4.1(g) “Base Index” and 4.1(h) “Comparison Index” of the Lease are deleted in their entirety.

(c) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 are deleted in their entirety and replaced with the following:

“On each MAG Adjustment Date, the Minimum Annual Guarantee with respect to the upcoming Lease Year shall be the greater of the existing Minimum Annual Guarantee or eighty-five (85%) of Base Rent for the prior Lease Year. Notwithstanding anything to the contrary herein, in no event will the Minimum Annual Guarantee for any Lease Year starting with Lease Year 2026 be lower than the Minimum Annual Guarantee with respect to the prior Lease Year.”

**4. 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 the Premises have not 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 the 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 Premises.

## **5. Miscellaneous.**

(a) **No Other Modifications.** Except as expressly changed by this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect.

(b) **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 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.

(c) Entire Agreement. This Amendment, together with the Lease, 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.

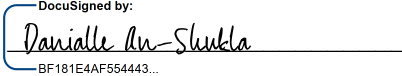
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

CHALO, LLC

By:   
Name: Danialle An-Shukla  
Title: Owner

**CITY:**

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

By: \_\_\_\_\_  
Name: Ivar C. Satero  
Title: Airport Director

**Effective Date (to be inserted by City only):** \_\_\_\_\_

Authorized by Commission Resolution No. 24-0222 on October 15, 2024.

Attest:

\_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Christopher W. Stuart  
Deputy City Attorney

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 24-0222

**AUTHORIZATION OF AIRPORT DIRECTOR TO IMPLEMENT THE SPECIALTY  
RETAIL MINIMUM ANNUAL GUARANTEE RENT REDUCTION PROGRAM**

WHEREAS, there are 17 Specialty Retail leases at the Airport and Base Rent on an annual basis is the greater of a tiered percentage of gross sales or a Minimum Annual Guarantee (MAG); and

WHEREAS, the MAG is adjusted annually based on a Consumer Price Index (CPI) resulting in continual increase in rent; and

WHEREAS, as a category of concessions leases, the Specialty Retail leases currently have an abnormally high rent as a percentage of sales brought about by a significant drop in per passenger spending, 17% when compared to pre-pandemic activity, and annual MAG growth of approximately 2%; and

WHEREAS, 12 of 16 Specialty Retail leases feature MAGs that are substantially higher than what is considered market rent; and

WHEREAS, one Specialty Retail lease, Lease No. 23-0250 with Chalo, LLC doing business as Chalo, is still under construction; and

WHEREAS, it is the best interest for the Airport to preserve these business deals, maintain service for the traveling public, and support local employment by taking measures to ensure the lease are financially viable; and

WHEREAS, Staff recommends enacting the Specialty Retail Minimum Annual Guarantee Rent Reduction Program to normalize the MAG payments due under these leases; and

WHEREAS, the Specialty Retail Minimum Annual Guarantee Rent Reduction Program consists of: (1) for those Specialty Retail leases with a Rent Commencement Date prior to January 1, 2023, a one-time reset of the Minimum Annual Guarantee commencing with calendar year 2025 to the lesser of the existing MAG or 16% of gross sales during calendar year 2023; (2) for the Specialty Retail Lease, Lease No. 23-0250 with Chalo, LLC, a one-time reset of the MAG for calendar year 2026 equal to the lesser of MAG for calendar year 2025 or 16% of gross sales during calendar year 2025, and (3) beginning with the next MAG adjustment date for each such lease in the program, change the method for adjusting the MAG from an annual CPI adjustment to the more common practice in the industry of MAG being adjusted to the greater of existing MAG or 85% of prior year's Base Rent; now, therefore, be it

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 24-0222

RESOLVED, that this Commission authorizes the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program by entering into appropriate amendments to concession lease agreements with Specialty Retail tenants as outlined in this Resolution and on the other terms and conditions set forth in the accompanying memorandum from the Airport Director; and, be it further

RESOLVED, that, only for those amendments to concession leases which require approval from the San Francisco Board of Supervisors under Section 9.118 of the Charter of the City and County of San Francisco, the Commission Secretary is directed to request such approval.

Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*  
*at its meeting of*                     OCT 15 2024                    

  
Secretary

**MEMORANDUM**

October 15, 2024

TO: AIRPORT COMMISSION  
Hon. Malcolm Yeung, President  
Hon. Everett A. Hewlett, Jr., Vice President  
Hon. Jane Natoli  
Hon. Jose F. Almanza  
Hon. Mark Buell

24-0222

OCT 15 2024

FROM: Airport Director

SUBJECT: Specialty Retail Minimum Annual Guarantee Rent Reduction Program

DIRECTOR'S RECOMMENDATION: AUTHORIZE THE AIRPORT DIRECTOR TO IMPLEMENT THE SPECIALTY RETAIL MINIMUM ANNUAL GUARANTEE RENT REDUCTION PROGRAM AND ENTER INTO AMENDMENTS OF CONCESSION AGREEMENTS LOWERING THE MINIMUM ANNUAL GUARANTEES FOR 17 SPECIALTY RETAIL LEASES, AND DIRECT THE COMMISSION SECRETARY TO OBTAIN APPROVAL FROM THE BOARD OF SUPERVISORS FOR ANY LEASE AMENDMENTS AS REQUIRED UNDER SECTION 9.118 OF THE CHARTER OF THE CITY AND COUNTY OF SAN FRANCISCO.

**Executive Summary**

Staff recommends that the Airport Commission (Commission) authorize the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program which will adjust the Minimum Annual Guarantees and the Minimum Annual Guarantee (MAG) adjustment methodology for Specialty Retail tenants, commencing with calendar year 2025. This program will ensure market rent is in place, helping to ensure the financial viability of the leases with the goal of preserving this vital category of tenants which are more vulnerable to passenger spending fluctuations than other categories of tenants at the Airport.

**Background**

The Airport currently has 17 leases in its Specialty Retail Program. Sixteen of those leases commenced operations between 2015 and 2022. One Specialty Retail lease, Lease No. 23-0250 with Chalo, LLC as tenant, doing business as Chalo, is still in its construction period and is therefore recommended to be treated differently than the others, as described below.

The Specialty Retail category covers single category locations such as confections and electronics, as well as gift merchandise. Newsstands and Duty Free are the backbone of the Airport's overall retail program. When food and beverage is considered, the

THIS PRINT COVERS CALENDAR ITEM NO. 3

Specialty Retail Program earns just 4% of concessions sales. Passenger surveys and sales data indicate food and beverage is the most sought after product at the Airport, followed by merchandise at newsstands. Duty Free merchandise is purchased by approximately 10% of the Airport's guests departing to international destinations. While dwarfed by other concessions categories, the Specialty Retail Program adds zest to the Airport's commercial offering. Confections and electronics merchandise are expected by our guests. Gift stores and single category specialty locations can feature merchandise that showcase the region, add authenticity and interest, and include opportunities for artisans and small and local businesses. A great concessions program also necessarily includes national and international non-luxury brands, which we classify as Specialty Retail.

Passenger spending growth, long an ordinary occurrence, has stalled at SFO and is similarly reported at other domestic airports. Specialty Retail spending is 17% less this year compared to pre-pandemic spending and is 9% less for fiscal year 2024 compared to fiscal year 2023. Base Rent under these concession leases on an annual basis is the greater of a tiered percentage of gross sales or a MAG. Among the Specialty Retail tenants operating during the 12 months of fiscal year 2024, 12 of the 16 leases had MAGs in excess of 23% of gross sales. These business deals were planned with rent being in the range of 13.5% to 14.6% of gross sales. Six of the Specialty Retail tenants are behind on rent, are on a payment plan, have requested a rent reduction, or have inquired about an early termination. Re-leasing these locations could be challenging and would likely produce less rent. It is of benefit to the Airport, our business partners and guests, and local employment to maintain these retail locations.

Staff desires to offer all Specialty Retail tenants a one-time MAG reset and, going forward, a new methodology for annual MAG adjustments. Currently, MAG grows by a Consumer Price Index (CPI). This longstanding practice for rent adjustments is resulting in MAG growth of approximately 2% per year. Coupled with a declining market, the tenant's profit and loss position is adversely affected. Tenants in difficult financial positions sometimes lessen staffing, let product dwindle, and fall behind on rent, or seek to leave before lease expiration. The Airport wants to preserve a robust and interesting product offering for its guests and a viable business landscape for its tenants, a significant number of which are locally owned or owned by Airport Concession Disadvantaged Business Enterprises (ACDBE) or both.

For Specialty Retail Program Concessions, Staff is recommending the following as the components of the Specialty Retail Minimum Annual Guarantee Rent Reduction Program: (1) for leases with rent commencement dates prior to January 1, 2023, establish the MAG for calendar year 2025 as the lesser of existing MAG or 16% of gross sales for calendar year 2023, (2) for the Specialty Retail Lease, Lease No. 23-0250 with Chalo, LLC only, the one-time MAG adjustment will be based upon the tenant's gross sales for calendar year 2025 and will be effective January 1, 2026, and (3) beginning with the next MAG adjustment date for each lease, change the method for adjusting the MAG from an annual CPI adjustment to the more common practice in the industry of MAG being adjusted each new lease year to the greater of existing MAG or 85% of prior year's Base Rent.

Attachment A lists the 17 Specialty Retail leases for which inclusion in the Specialty Retail Minimum Annual Guarantee Rent Reduction Program is sought. Attachment A also indicates those tenants which are locally owned or are certified ACDBE.

In some cases, lease amendments will require Board of Supervisors approval under Section 9.118 of the Charter of the City and County of San Francisco.

### **Proposal**

Staff is recommending approval of the Specialty Retail Minimum Annual Guarantee Rent Reduction Program as outlined above and summarized in the Financial Relief Chart. The value of this relief program for calendar year 2024 is estimated at \$721,000.

### **Recommendation**

I recommend the Commission adopt the accompanying Resolution (1) authorizing the Airport Director to implement the Specialty Retail Minimum Annual Guarantee Rent Reduction Program as outlined in this memorandum, which will include entering into appropriate amendments with concessionaires consistent with such provisions, and (2) directing the Commission Secretary to request the approval from the San Francisco Board of Supervisors only for lease amendments for which approval is required under Section 9.118 of the Charter of the City and County of San Francisco.



Ivar C. Satero  
Airport Director

Prepared by: Kevin Bumen  
Chief Financial and Commercial Officer

Attachments

**Attachment A**

**Specialty Retail Concessions**

	<b>BOS</b>	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>Local Ownership</b>	<b>ACDBE</b>
1	Y	Air Sun JV Lease No. 18-0233	Sunglass Hut (T3 BA/E)		X
2	N	Air Sun JV Lease No. 18-0345	Sunglass Hut (T2)		X
3	Y	Apparel Sourcing and Production, LLC Lease No. 19-0053	We Are SF (T2)	X	
4	Y	Brookstone SFO T-2, LLC Lease No. 18-0071	Brookstone (T2)		
5	Y	Canonica New York, LLC Lease No. 17-0210	The Chocolate Market (IT BA/G)		
6	Y	Canonica New York, LLC Lease No. 18-0073	The Chocolate Market (T2)		
7	N	Canonica New York, LLC Lease No. 18-0284	The Chocolate Market (T3 BA/E)		
8	N	Chalo, LLC Lease No. 23-0250	Chalo (T3 BA/F)		
9	Y	DFS Group, L.P. Lease No. 17-0209	Sunglasses & Watches (IT BA/A)		X
10	Y	Emporio Rulli, Inc. Lease No. 18-0395	G.R. Chocolates (HMT1)	X	
11	Y	Genesco Partners Joint Venture #11 Lease No. 20-0046	Johnston & Murphy (HMT1)		
12	Y	InMotion Entertainment Group, LLC Lease No. 18-0203	iStore (HMT1)	X	X
13	Y	InMotion SFO-IT, LLC Lease No. 18-0231	InMotion Entertainment (IT BA/A)		
14	Y	InMotion SFO-T3, LLC Lease No. 18-0232	InMotion Entertainment (T3 BA/E), Sound Balance (IT BA/G)		
15	Y	L'Occitane Airport Venture, LLC., Lease No. 18-0205	L'Occitane (HMT1)		X
16	Y	RAKH, Inc. Lease No. 18-0207	NYS Collection Eyewear (HMT1)	X	
17	Y	World Duty Free Group North America, LLC Lease No. 15-0039	Jo Malone, Tom Ford, Aveda (T3 East)		X

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 SPECIALTY RETAIL STORE LEASE A**  
**IN TERMINAL 3**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**WDFG North America, LLC,**

as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

Edwin M. Lee  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Peter A. Stern

John L. Martin  
Airport Director

February 17, 2015

Lease No. 15-0039



[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL SPECIALITY CONCESSION LEASE NO. 3  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

DFS GROUP, LP,  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

Edwin M. Lee  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

September 5, 2017

Lease No.17-0209

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL SPECIALITY CONCESSION LEASE NO. 4  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

CANONICA NEW YORK, LLC

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

Edwin M. Lee  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

September 5, 2017

Lease No.17-0210

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 SPECIALTY RETAIL CONCESSION LEASE NO. 1  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**BROOKSTONE SFO T-2, LLC**  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Malcolm Yeung

Ivar C. Satero  
Airport Director

March 20, 2018

**Lease No. 18-0071**

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 SPECIALTY RETAIL CONCESSION LEASE NO. 3  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**CANONICA NEW YORK, LLC,**  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

March, 2018

**Lease No. 18-0073**

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 RETAIL CONCESSION LEASE NO. 1  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

INMOTION ENTERTAINMENT GROUP, LLC.,

as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

July 2018

Lease No. 18-0203

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 RETAIL CONCESSION LEASE 4  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

L'OCCITANE AIRPORT VENTURE, LLC,  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

July 2018

Lease No. 18-0205

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 RETAIL CONCESSION LEASE 6  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

RAKH, Inc.,  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

July 2018

Lease No. 18-0207

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL BOARDING AREA A ELECTRONICS STORE LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

InMotion Entertainment Group, LLC,  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

August 7, 2018

Lease No. 18-0231



[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 3 BOARDING AREAS E AND F ELECTRONICS STORE LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

InMotion Entertainment Group, LLC,  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London Breed  
Mayor

**AIRPORT COMMISSION**  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenheimer  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

August 7, 2018

Lease No. 18-0232

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 3 BOARDING AREA E RETAIL SPECIALTY STORE LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Air Sun JV dba Sunglass Hut, a joint venture between  
Luxottica Retail North America, Inc. and Corliss Stone-Littles, LLC  
as joint tenants

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

August 7, 2018

Lease No. 18-0233



LRNA  
Vittoria

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 3 BOARDING AREA E CANDY KIOSK  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

CANONICA NEW YORK, LLC,  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

September 4, 2018

Lease No. 18-0284

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 SUNGLASS STORE LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Air Sun JV, d.b.a. Sunglass Hut, a joint venture between  
Luxottica Retail North America, Inc. and Corliss Stone-Littles, LLC  
as joint tenants

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

October 16, 2018

Lease No. 18-0345



LRNA  
Vittor

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 RETAIL CONCESSION LEASE NO. 3 – SPECIALTY RETAIL  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Emporio Rulli, Inc.,  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

December 18, 2018

Lease No. 18-0395

On September 15, 2020 by Resolution  
No. 20-0178, L19-0053 assigned to  
Apparel Sourcing and Production.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 SPECIALTY RETAIL CONCESSION LEASE NO. 2  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**MRG San Francisco, LLC,**  
as tenant

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Malcolm Yeung

Ivar C. Satero  
Airport Director

March 19, 2019

Lease No.19-0053

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

[Click on this page to be redirected to the Legislative Research Center to view the entirety of this executed agreement and amendments to date.](#)

**LEASE AGREEMENT  
FOR THE  
HARVEY MILK TERMINAL 1 RETAIL CONCESSION LEASE NO. 11  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

GENESCO PARTNERS JOINT VENTURES #11,  
a joint venture of Genesco, Inc. and Corliss Stone-Littles, LLC, together as joint tenants

and

CITY AND COUNTY OF SAN FRANCISCO  
ACTING BY AND THROUGH ITS AIRPORT COMMISSION,  
as landlord

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Eleanor Johns, Vice President  
Hon. Richard J. Guggenime  
Hon. Everett A. Hewlett, Jr.  
Hon. Malcolm Yeung

Ivar C. Satero  
Airport Director

March 17, 2020

Lease No.20-0046



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 241106

Bid/RFP #: 18-0233

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Air Sun JV	<b>TELEPHONE NUMBER</b> 646-647-4093
<b>STREET ADDRESS (including City, State and Zip Code)</b> 4000 Luxottica Place, Mason, OH 45140	<b>EMAIL</b> LDellisanti@luxotticaretail.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0233	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$68,599		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Sunglass Hut - Terminal 3 Boarding Area E, pos-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Delli Santi	Luca	Other Principal Officer
2	Stone-Littles	Corliss	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 241106

Bid/RFP #: 18-0345

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Air Sun, JV	<b>TELEPHONE NUMBER</b> 646-647-4093
<b>STREET ADDRESS (including City, State and Zip Code)</b> 4000 Luxottica Place, Mason, OH 45140	<b>EMAIL</b> LDellisanti@luxotticaretail.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0345	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$142,916		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: Sunglass Hut - Terminal 2, Boarding Area D, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Delli Santi	Luca	Other Principal Officer
2	Stone-Littles	Corliss	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 241106

Bid/RFP #: 19-0053

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Apparel Sourcing and Production, LLC	<b>TELEPHONE NUMBER</b> 415-410-3384
<b>STREET ADDRESS (including City, State and Zip Code)</b> Pier 54, Suite 208, San Francisco, CA 94158	<b>EMAIL</b> tommyp@gmail.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 19-0053	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 MAG \$248,061		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: We Are SFC - Terminal 2, Boarding Area D, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Pham	Tommy	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

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**9. AFFILIATES AND SUBCONTRACTORS**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 241106

Bid/RFP #: 18-0071

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Brookstone SFO T-2, LLC	<b>TELEPHONE NUMBER</b> 201-939-5050
<b>STREET ADDRESS (including City, State and Zip Code)</b> One Meadowland Plaza, East Rutherford, NJ 07073	<b>EMAIL</b> cthornton@hudsongroup.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0071	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee \$373,379		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: Brookstone, Boarding Area D, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Rossinyol	Xavier	CEO
2	Gerster	Yves	CFO
3	Johnson	Steve	Other Principal Officer
4	Duclos	Pascal	Other Principal Officer
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

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Received On:

File #: 241106

Bid/RFP #: 17-0210

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Canonica New York, LLC	<b>TELEPHONE NUMBER</b> 415-619-2580
<b>STREET ADDRESS (including City, State and Zip Code)</b> 611 Wilshire Blvd, Suite 325, Los Angeles, CA 90017	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 17-0210	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$337,099		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: The Chocolate Market - Boarding Area G, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Canonica	Vincent	CEO
2	Heral	Marc	CFO
3	Canonica	Sebastien	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------





**San Francisco Ethics Commission**

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 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 241106

Bid/RFP #: 18-0073

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Canonica New York, LLC	<b>TELEPHONE NUMBER</b> 415-619-2580
<b>STREET ADDRESS (including City, State and Zip Code)</b> 611 Wilshire Blvd, Suite 325, Los Angeles, CA 90017	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0073	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$264,833		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: The Chocolate Market - Terminal 2, Boarding Area D, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Canonica	Vincent	CEO
2	Heral	Marc	CFO
3	Canonica	Sebastien	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

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Received On:

File #: 241106

Bid/RFP #: 17-0209

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> DFS Group, LP	<b>TELEPHONE NUMBER</b> 852-9162-9300
<b>STREET ADDRESS (including City, State and Zip Code)</b> ONE TAIKOO PLACE, 979 KING'S RD, QUARRY BAY, HONG KONG	<b>EMAIL</b> Vinay.Lamba@dfs.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 17-0209	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$447,619		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: DFS Sunglasses and watches - International Terminal, Boarding Area A, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Brennan	Ed	CEO
2	Tang	Tim	CFO
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

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**9. AFFILIATES AND SUBCONTRACTORS**

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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

**10. VERIFICATION**

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**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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Received On:

File #: 241106

Bid/RFP #: 18-0395

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Emporio Rulli, Inc.	<b>TELEPHONE NUMBER</b> 415-720-1416
<b>STREET ADDRESS (including City, State and Zip Code)</b> 464 Magnolia Street, Larkspur, CA 94939	<b>EMAIL</b> gary@rulli.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0395	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$165,374		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: G.R. Chocolates - Harvey Milk Terminal 1, Boarding Area B, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Rulli	Gary	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

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**9. AFFILIATES AND SUBCONTRACTORS**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 241106

Bid/RFP #: 20-0046

**Notification of Contract Approval**

SFEC Form 126(f)4  
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 A Public Document

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfo.com



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Genesco Partners Joint Ventures #11	<b>TELEPHONE NUMBER</b> 615-367-7348
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1415 Murfreesboro Road, Nashville, TN 37217	<b>EMAIL</b> mjohnson@genesco.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 20-0046	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$383,359		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: Johnston & Murphy - Harvey Milk Terminal 1, Boarding Area B, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Ewoldsen	Danny	Other Principal Officer
2	George	Thomas	Other Principal Officer
3	Johnson	Matthew	Other Principal Officer
4	Stone-Littles	Corliss	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

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Received On:

File #: 241106

Bid/RFP #: 18-0203

**Notification of Contract Approval**

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 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> InMotion SFO, LLC	<b>TELEPHONE NUMBER</b> 702-949-8777
<b>STREET ADDRESS (including City, State and Zip Code)</b> 3755 W. Sunset Rd, Suite A, Las Vegas, NV 89118	<b>EMAIL</b> roderick.mcowan@whsmith.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0203	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$468,769		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: istore - Harvey Milk Terminal 1, Boarding Area B, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	McOwan	Roderick	Other Principal Officer
2	El Assad	Ziad	Other Principal Officer
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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Received On:

File #: 241106

Bid/RFP #: 18-0231

**Notification of Contract Approval**

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 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> InMotion SFO-IT, LLC	<b>TELEPHONE NUMBER</b> 702-949-8777
<b>STREET ADDRESS (including City, State and Zip Code)</b> 3755 W. Sunset Rd, Suite A, Las Vegas, NV 89118	<b>EMAIL</b> roderick.mcowan@whsmith.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0231	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$388,732		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: InMotion - International Terminal, Boarding Area A, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	McOwan	Roderick	Other Principal Officer
2	El Assad	Ziad	Other Principal Officer
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Received On:

File #: 241106

Bid/RFP #: 18-0232

**Notification of Contract Approval**

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<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> InMotion SFO-T3, LLC	<b>TELEPHONE NUMBER</b> 702-949-8777
<b>STREET ADDRESS (including City, State and Zip Code)</b> 3755 W. Sunset Rd, Suite A, Las Vegas, CA 89118	<b>EMAIL</b> roderick.mcowan@whsmith.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0232	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$485,048		
<b>NATURE OF THE CONTRACT (Please describe)</b> Two locations: 1. InMotion - Terminal 3, Boarding Area E, post-security 2. InMotion - International Terminal, Boarding Area G, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS



**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	McOwan	Roderick	Other Principal Officer
2	El Assad	Ziad	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 241106

Bid/RFP #: 18-0205

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> L'Occitane Airport Venture, LLC	<b>TELEPHONE NUMBER</b> 917-605-0815
<b>STREET ADDRESS (including City, State and Zip Code)</b> 111 West 33rd St, 20th Floor, New York, NY 10120	<b>EMAIL</b> paul.blackburn@loccitane.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0205	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$153,455		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: L'Occitane - Harvey Milk Terminal 1, Boarding Area B, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Blackburn	Paul	Other Principal Officer
2	Stone-Littles	Corliss	Other Principal Officer
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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Received On:

File #: 241106

Bid/RFP #: 18-0207

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Nashir	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> RAKH, Inc.	<b>TELEPHONE NUMBER</b> 408-410-1084
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2506 Blairgowery Court, Gilroy, CA 95020	<b>EMAIL</b> alirakh@gmail.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0207	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$141,917		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: NYS Collection Eyewear - Harvey Milk Terminal 1, Boarding Area B, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Rakhshani far	Ali	CEO
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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

**10. VERIFICATION**

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**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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Received On:

File #: 241106

Bid/RFP #: L15-0039

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

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<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
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<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysf.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> World Duty Free Group North America, LLC	<b>TELEPHONE NUMBER</b> 201-939-5050
<b>STREET ADDRESS (including City, State and Zip Code)</b> One Meadowlands Plaza, 11th Floor	<b>EMAIL</b> cthornton@hudsongroup.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> L15-0039	<b>FILE NUMBER (If applicable)</b> 241106
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2024 Minimum Annual Guarantee - \$211,914		
<b>NATURE OF THE CONTRACT (Please describe)</b> One location: Jo Malone and Tom Ford - Terminal 3, Boarding Area E, post-security		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
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1	Rossinyol	Xavier	CEO
2	Gerster	Yves	CFO
3	Johnson	Steve	Other Principal Officer
4	Duclos	Pascal	Other Principal Officer
5	Stewart	Apryl	Other Principal Officer
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**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------

November 7, 2024

Ms. Angela Calvillo  
Clerk of the Board  
Board of Supervisors  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Subject: Approval of the Airport Specialty Retail Minimum Annual Guarantee Rent Reduction Program

Dear Ms. Calvillo:

Pursuant to Section 9.118 of the City Charter, I am forwarding for the Board of Supervisors' approval of the proposed Resolution, which approves the Specialty Retail Minimum Annual Guarantee Rent Reduction Program for 17 leases at San Francisco International Airport.

The following is a list of accompanying documents:

- Board of Supervisors Resolution;
- Approved Airport Commission Resolution No. 24-0222;
- Memorandum accompanying Airport Commission Resolution No. 24-0222; and,
- SFEC-126(f)4 (Board of Supervisors) for all amendments

The following person may be contacted regarding this matter:

Cheryl Nashir  
Director  
Revenue Development and Management  
(650) 821.4500  
[cheryl.nashir@flysfo.com](mailto:cheryl.nashir@flysfo.com)

Very truly yours,

*Kantrice Ogletree /s/*

Kantrice Ogletree  
Director, Commission Affairs

Enclosures

cc: Cheryl Nashir, Revenue Development and Management  
Cathy Widener, External Affairs