

File No. 251170

Committee Item No. 1

Board Item No. 7

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date January 7, 2026

Board of Supervisors Meeting Date January 13, 2026

#### Cmte Board

- Resolution
- Budget and Legislative Analyst Report
- Department/Agency Cover Letter and/or Report
  - AIR Director's Memo – Attachment A 8/19/2025
  - AIR Letter 11/12/2025
- Contract/Agreement
  - Draft L03-0180 Sankaku - Amend No. 4
  - Draft L03-0183 Bayport - Amend No. 5
  - Draft L03-0184 Elevate Gourmet - Amend No. 4
  - Draft L03-0187 Urban Tortilla - Amend No. 5
  - Draft L03-0189 Gate 74 - Amend No. 3
  - Draft L03-0191 Guava & Java - Amend No. 5
  - Draft L03-0192 TOTF Kleins Deli - Amend No. 4
  - Draft L03-0193 Gotham Enterprises - Amend No. 5
  - Draft L03-0200 SSP America (Union St. Gastropub) - Amend No. 5
  - Draft L10-0029 TOTF Napa Farms - Amend No. 4
  - Draft L10-0030 Gotham Enterprises - Amend No. 4
  - Draft L10-0031 HBF Soto - Amend No. 4
  - Draft L10-0032 TOTF Lark Creek - Amend No. 4
  - Draft L10-0033 Sankaku (Wakaba) - Amend No. 4
  - Draft L10-0036 HBF Soto - Amend No. 4
  - Draft L12-0085 WDFG (Green Bean, ITG pre-sec) - Amend No. 4
  - Draft L12-0089 SF Uncork'd - Amend No. 3
  - Draft L14-0046 Elevate Gourmet (Pronto, HMT1 pre-sec) - Amend No. 3
  - Draft L16-0012 Andale Mgmt. - Amend No. 3
  - Draft L16-0013 HFF SFO, LLC (Gott's) - Amend No. 3
  - Draft L16-0014 TOTF Mustards-Napa Farms - Amend No. 5
  - Draft L16-0015 Asian Box - Amend No. 3
  - Draft L16-0016-Elevate Tastes SFO - Amend No. 4
  - Draft L16-0017 SSP America, Inc. (1300) - Amend No. 5
  - Draft L16-0018 Joe & the Juice - Amend No. 4
  - Draft L16-0020 SSP America SFO (Roasting Plant) - Amend No. 4
  - Draft L16-0021 Bayport (Koi Palace IT, pre-sec) - Amend No. 4
  - Draft L16-0022 SF Foodways (Potrero, Tapas & Taps) - Amend No. 3
  - Draft L16-0023 Host (Starbucks ITA) - Amend No. 2
  - Draft L16-0024 SSP America, Inc. (Wendy's) - Amend No. 3

- Draft L16-0309 SF Soup (Ladle and Leaf) - Amend No. 4
- Draft L16-0310 Silver Dragon Bacon Bacon - Amend No. 3
- Draft L16-0311 Gate 74, Inc. - Amend No. 4
- Draft L16-0312 Amoura - Amend No. 4
- Draft L16-0313 Bun Mee - Amend No. 3
- Draft L16-0314 Gate 74 - Amend No. 2
- Draft L16-0315 TOTF SF Giants - Amend No. 4
- Draft L16-0316 HFF-BRH-SFO, LLC - Amend No. 4
- Draft L17-0238 SSP America, Inc. (Manufactory) - Amend No. 4
- Draft L17-0254 Black Point Coffee - Amend No. 4
- Draft L18-0074 SSP America, Inc. (Sweet Maple) - Amend No. 4
- Draft L18-0209 Bun Mee - Amend No. 4
- Draft L18-0210 SSP America, Inc. (Little Chihuahua) - Amend No. 4
- Draft L18-0211 Amy's Drive Thru - Amend No. 4
- Draft L18-0212 Paradies (Bourbon Pub) - Amend No. 4
- Draft L18-0213 TOTF Starbird - Amend No. 4
- Draft L18-0214 Soaring Food Group, LLC - Amend No. 4
- Draft L18-0215 Lady Luck - Amend No. 3
- Draft L18-0216 SF Foodway (Drakes) - Amend No. 3
- Draft L18-0346 Elevate Gourment - Amend No. 4
- Draft L19-0054 Rylo Management, LLC - Amend No. 3
- Draft L19-0244 Park Cafe Group (Dolores Park Cafe) - Amend No. 2
- Draft L19-0247 Elevate Gourmet - Amend No. 2
- Draft L20-0044 Heigh Connects (Poke to the Max) - Amend No. 1
- Draft L23-0197 Guava & Java - Amend No. 1
- Draft L23-0234 TOTF SF Eats Food Hall - Amend No. 1
- Draft L23-0235 TOTF Perry's - Amend No. 1
- Draft L23-0236 Amoura - Amend No. 1
- Draft L24-0270 IOC Design (Panda Express) - Amend No. 1

Form 126 – Ethics Commission (59)

**OTHER** ([Click on the hyperlinks to be redirected to the Legislative Research Center to view the entirety of voluminous files](#))

<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">AIR Resolution No. 25-0130 8/19/2025</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0180 Sankaku - Orig Agmt and Amend Nos. 1-3</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0183 Bayport (Koi Palace) - Orig Agmt and Amend Nos. 1-4</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0184 BARG Elevate Gourmet - Orig Agmt and Amend Nos. 1-3</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0187 Urban Tortilla - Orig Agmt and Amend Nos. 1-4</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0189 Burger King - Orig Agmt and Amend Nos. 1-2</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0191 Guava Java - Orig Agmt and Amend Nos. 1-4</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0192 TOTF (Klein's Deli) - Orig Agmt and Amend Nos. 1-3</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0193 Gotham Enterprises, LLC - Orig Agmt and Amend Nos. 1-4</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0199 Burger Joint - Orig Agmt and Amend Nos. 1-4</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L03-0200 SSP (Gastropub) - Orig Agmt and Amend Nos. 1-4</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L10-0029 TOTF (Napa Market Vino Volo) - Orig Agmt and Amend Nos. 1-3</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L10-0030 Gotham - Orig Agmt and Amend Nos. 1-3</a></u>
<input type="checkbox"/>	<input type="checkbox"/>	<u><a href="#">L10-0031 Cat Cora Cocktail Lounge - Orig Agmt and Amend Nos. 1-3</a></u>

<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L10-0032 TOTF (Lark Creek Grill) - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L10-0033 Sankaku (Wakaba) - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L10-0034 Andale - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L10-0035 BJ Annex LLC - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L10-0036 The Plant Pinkberry - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L12-0085 WDFG - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L12-0089 SF Uncork'd - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L12-0221 Marina's Cafe – Orig Agmt</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L14-0046 Green Beans Coffee Osteria - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0012 24th &amp; Mission and Valencia - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0013 High Flying Foods-Gotts - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0014 Tastes on the Fly SF - Orig Agmt and Amend Nos. 1-4</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0015 MumFresh - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0016 Tomokazu - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0017 SSP (1300 on Fillmore) - Orig Agmt and Amend Nos. 1-4</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0018 Joe &amp; The Juice SFO, LLC - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0020 Midfield Concession Enterprises, Inc. - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0021 Bayport Concessions LLC - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0022 Adam Light - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0023 Starbucks - Orig Agmt and Amend No. 1</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0024 SSP America dba Wendy's - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0309 SF Soup (Ladle &amp; Leaf)- Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0310 Silver Dragon - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0311 Paradies Lagardere - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0312 Amoura Int'l - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0313 Bun Mee LLC - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0314 Gate 74, Inc. - Orig Agmt and Amend No. 1</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0315 Taste on the Fly - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L16-0316 HFF-BRH Farmerbrown - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L17-0238 - SSP (Manufactory) Food Hall - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L17-0239 Andre-Boudin - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L17-0254 Black Point Coffee - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0074 SSP (Sweet Maple) - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0209 Bun Mee, LLC - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0210 SSP America (Little Chihuahua) - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0211 Amy's - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0212 Paradies Lagardere - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0213 Tastes On The Fly - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0214 Soaring Food Group - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0215 Lady Luck - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0216 Flyaway By Drake's - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0217 Host BISTROT - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L18-0346 Elevate (Green Bean) - Orig Agmt and Amend Nos. 1-3</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L19-0054 - Rylo (Farley's) - Orig Agmt and Amend Nos. 1-2</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L19-0230 - Employee Cafe - Sky Terrace, LLC - Orig Agmt</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L19-0244 Park Cafe Group Inc. dba Dolores Park Cafe - Orig Agmt and Amend No. 1</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L19-0245 Sidewalk Juice - Orig Agmt and Amend No. 1</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L19-0247 - Elevate Gourmet (Pronto) - Orig Agmt and Amend No. 1</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L20-0041 Proper Food - Orig Agmt and Amend No. 1</a>
<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">L20-0043 Culinary Heights Hospitality - Orig Agmt and Amend No. 1</a>

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">L20-0044 Heigh Connects – Orig Agmt</a>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">L23-0197 T2 Specialty Coffee Lease Guava and Java - Orig Agmt</a>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">L23-0234 TOTF SF Eats Food Hall - Orig Agmt</a>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">L23-0235 Perry's Historic Restaurant - Orig Agmt</a>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">L23-0236 - Amoura - Taste of the City Lease – Orig Agmt</a>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">L24-0270 IOC Design &amp; Consulting, LLC dba Panda Express - Orig Agmt</a>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Presidential Action Memo – Temp Member – 1/5/2026
<input type="checkbox"/>	<input checked="" type="checkbox"/>	HBF Soto JV Consent to Transfer 11/28/2018
<input type="checkbox"/>	<input checked="" type="checkbox"/>	TOTF SF LLC Consent to Transfer 10/30/2023
<input type="checkbox"/>	<input type="checkbox"/>	

**Completed by:** Brent Jalipa **Date** December 31, 2025  
**Completed by:** Brent Jalipa **Date** January 8, 2026



1 [Airport Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage Rent  
2 Reduction Program]

3 **Resolution approving the Food and Beverage Minimum Annual Guarantee and Pre-**  
4 **Security Rent Reduction Program for Food & Beverage Concession Tenants allowing**  
5 **the San Francisco International Airport to enter into lease amendments to lower the**  
6 **minimum annual guarantees for 18 of 69 food & beverage leases, lower the**  
7 **percentage rent structure for seven pre-security leases, and alter the annual**  
8 **minimum annual guarantee adjustment methodology for all food and beverage**  
9 **leases**

10  
11 WHEREAS, There are 69 food & beverage lease (F&B Leases) at the San Francisco  
12 International Airport (Airport), and base rent (Base Rent) on an annual basis is the greater of a  
13 tiered percentage of gross sales (Percentage Rent) or a Minimum Annual Guarantee (MAG),  
14 with the exception of the Sky Terrace Employee Café which has a tiered Percentage Rent  
15 only; and

16 WHEREAS, 18 of 69 F&B Leases feature MAGs that are substantially higher than what  
17 is considered market rent; and

18 WHEREAS, The F&B Leases covering pre-security locations feature MAGs and  
19 Percentage Rent which are higher than what is considered market rent; and

20 WHEREAS, The MAG is adjusted annually based on a Consumer Price Index (CPI)  
21 resulting in a continual increase in rent which is outpacing consumer spending growth; and

22 WHEREAS, It is in the best interest of the Airport to preserve these business deals,  
23 maintain high quality food and beverage offerings for the traveling public, and support local  
24 employment by taking measures to ensure the leases are financially viable; and

25

1           WHEREAS, To address these issues, Staff proposed to the Airport Commission  
2 (Commission) enacting the Food & Beverage Minimum Annual Guarantee and Pre-Security  
3 Rent Reduction Program to normalize the MAG and Percentage Rent payments due under  
4 these F&B Leases (Program); and

5           WHEREAS, The Program consists of: (1) establishing MAG for qualifying post-security  
6 F&B Lease locations for calendar year 2026 as the lesser of existing MAG or 12% of gross  
7 revenues for calendar year 2024, (2) establishing MAG for qualifying pre-security F&B Lease  
8 locations for calendar year 2026 as the lesser of existing MAG or 6% of gross revenues for  
9 calendar year 2024, (3) establishing Percentage Rent for qualifying pre-security F&B Lease  
10 locations at 6% effective January 1, 2026, and (4) beginning in 2026, change the method for  
11 adjusting MAG for all F&B Leases from using a specified CPI to the more common practice in  
12 the industry of MAG being adjusted each new Lease Year to be the greater of existing MAG  
13 or 85% of the prior year's Base Rent; and

14           WHEREAS, In order to qualify for a MAG reduction under the Program, 2024 MAG for  
15 a post-security F&B Lease location must be in excess of 12% of gross revenues, or 2024  
16 MAG for a pre-security F&B Lease location must be in excess of 6% of gross revenues, with  
17 all pre-security F&B Lease locations being eligible for the Percentage Rent reduction with the  
18 exception of the Sky Terrace Employee Café; and

19           WHEREAS, On August 19, 2025, by Resolution No. 25-0130, the Airport Commission  
20 approved the Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage  
21 Rent Reduction Program; now, therefore, be it

22           RESOLVED, That this Board of Supervisors approves the Food & Beverage Minimum  
23 Annual Guarantee Reduction and Pre-Security Percentage Rent Reduction Program by the  
24 execution of appropriate amendments to each of the Food & Beverage leases listed on  
25 Attachment A attached to the Airport Director's memorandum which accompanies this

1 Resolution, which is included in Board of Supervisors in File No. 251170; and, be it  
2 FURTHER RESOLVED, That within thirty (30) days of the amendments being fully  
3 executed by all parties, the Commission shall provide the final amendments to the Clerk of the  
4 Board for inclusion into the official file.

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**Attachment A**

**Food & Beverage Concessions**

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	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction. Exceptions to MAG Adjustment Methodology Change</b>	<b>Local Ownership</b>
1	Amoura International, Inc. Lease No. 16-0312	Amoura Café		X
2	Amoura International, Inc. Lease No. 23-0236	Taste of the City		X
3	Amy's Kitchen Restaurant Operating Company, LLC Lease No. 18-0211	Amy's Drive Thru	MAG reduced	X
4	Andale Management Group, Inc. Lease No. 10-0034	Andale	Opting out of MAG Adjustment Methodology Change	X
5	Andale Management Group, Inc. Lease No. 16-0012	Valencia St. Station	MAG reduced	X
6	Andre-Boudin Bakeries, Inc. Lease No. 17-0239	Boudin Bakery	Opting out of MAG Adjustment Methodology Change	X
7	Asian Box Palo Alto, LLC Lease No. 16-0015	Asian Box		X
8	Bayport Concessions, LLC Lease No. 03-0183	Koi Palace		X
9	BJ Annex, LLC Lease No. 10-0035	Burger Joint	Opting out of MAG Adjustment Methodology Change	X

1	10	Black Point Coffee SFO, LLC Lease No. 17-0254	Black Point Café		X
2					
3	11	Bun Mee, LLC Lease No. 18-0209	Bun Mee		X
4	12	Bun Mee, LLC Lease No. 16-0313	Bun Mee		X
5					
6	13	Burger Joint, Inc. Lease No. 03-0199	Mission Bar & Grill	Opting out of MAG Adjustment Methodology Change	X
7					
8	14	Culinary Heights Hospitality Lease No. 20-0043	Ritual Coffee	Opting out of MAG Adjustment Methodology Change	X
9					
10					
11	15	Elevate Gourmet Brands, Inc. and Aimhigh ESG, LLC, a joint venture d.b.a. Elevate Gourmet Brands Gourmet Brands - SFO Group Lease No. 18-0346	Green Beans		X
12					
13					
14					
15	16	Elevate Gourmet Brands - SFO Group Lease No. 19-0247	Pronto!	MAG reduced	X
16					
17	17	Elevate Gourmet Brands, Inc. dba Pronto! Lease No. 03-0184	Pronto!		X
18					
19	18	Elevated Tastes SFO Inc Lease No. 16-0016	Tomokazu		X
20					
21	19	Gate 74, Inc. Lease No. 03-0189	Burger King		X
22	20	Gate 74, Inc. Lease No. 16-0311	Proposition Chicken	MAG reduced	X
23	21	Gate 74, Inc. Lease No. 16-0314	Sushirrito Express		X
24					

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1	22	Gateside, LLC Lease No. 18-0217	Gateside Market	Opting out of MAG Adjustment Methodology Change	X
2					
3	23	Gotham Enterprises, LLC Lease No. 10-0030	Peet's Coffee locations in T2		X
4					
5	24	Gotham Enterprises, LLC Lease No. 03-0193	Peet's Coffee in T3		X
6					
7	25	Guava & Java (SFO), Inc. Lease No. 03-0191	Two Dogpatch Bakehouse locations		X
8					
9	26	Guava & Java (SFO), Inc. Lease No. 23-0197	Two Black Point Coffee locations		X
10					
11	27	HBF Soto JV, LLC Lease No. 10-0031	Cat Cora		X
12					
13	28	HBF Soto JV, LLC Lease No. 10-0036	The Plant Organic Café, Pinkberry		X
14					
15	29	Heigh Connects, LLC Lease No. 20-0044	Poke to the Max	MAG reduced	X
16					
17	30	HFF-BRH-SFO, LLC Lease No. 16-0316	Farmerbrown	MAG reduced	X
18					
19	31	High Flying Foods SFO, LLC Lease No. 16-0013	Gott's Roadside		X
20					
21	32	Joe & the Juice New York, LLC Lease No. 16-0018	Joe & The Juice		
22					
23	33	Lady Luck Gourmet, LLC Lease No. 18-0215	Mama Go's Filipino Cuisine		X
24					
25	34	Marina's Café Lease No. 12-0221	Marina's Cafe		X
	35	Paradies Lagardere @ SFO (F&B), LLC Lease No. 18-0212	Bourbon Pub		X
	36	Park Cafe Group, Inc. Lease No. 19-0244	Dolores Park Café		X

1	37	Proper Food SFO Airport, LLC Lease No. 20-0041	Proper Food	Opting out of MAG Adjustment Methodology Change	X
2					
3	38	Rylo Management, LLC Lease No. 19-0054	Farley's Community Cafe	MAG reduced	X
4					
5	39	San Francisco Soup Co. Lease No. 16-0309	Ladle and Leaf		X
6	40	Sankaku, Inc. Lease No. 03-0180	Sankaku		X
7					
8	41	Sankaku, Inc. Lease No. 10-0033	Wakaba		X
9	42	SF Foodways, LLC Lease No. 18-0216	Flyaway by Drake's Brewing Co.		X
10	43	SF Uncork'd, LLC Lease No. 12-0089	SF Uncork'd		X
11					
12	44	Sidewalk Juice SFO, LLC Lease No. 19-0245	Sidewalk Juice	Opting out of MAG Adjustment Methodology Change	X
13					
14	45	Silver Dragon Cafe, LLC Lease No. 16-0310	Bacon Bacon		X
15					
16	46	Soaring Food Group, LLC Lease No. 18-0214	Illy Caffé	MAG reduced	X
17	47	SSP America, Inc. Lease No. 16-0017	1300 on Fillmore	MAG reduced	X
18	48	SSP America, Inc. Lease No. 18-0074	Sweet Maple	MAG reduced	X
19					
20	49	SSP America, Inc. Lease No. 18-0210	The Little Chihuahua	MAG reduced	X
21					
22	50	SSP America, Inc. Lease No. 17-0238	Marina's Café, Manufactory Food Hall	MAG reduced	X
23	51	SSP America, Inc. Lease No. 03-0200	Union Street Gastropub		X
24					

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1	52	Tastes on the Fly San Francisco, LLC Lease No. 03-0192	Two Klein's Deli locations		X
2					
3	53	Tastes on the Fly San Francisco, LLC Lease No. 10-0029	Napa Farms Market, Vino Volo		X
4					
5	54	Tastes on the Fly San Francisco, LLC Lease No. 23-0235	Perry's		X
6					
7	55	Tastes on the Fly San Francisco, LLC Lease No. 16-0315	San Francisco Giants Club House		X
8					
9	56	Tastes on the Fly San Francisco, LLC Lease No. 18-0213	Starbird		X
10					
11	57	Tastes on the Fly San Francisco, LLC Lease No. 10-0032	The Grill by Lark Creek		X
12					
13	58	Tastes on the Fly SFO International, LLC Lease No. 16-0014	Mustards Bar & Grill, Napa Farms Market		X
14					
15	59	Tastes on the Fly San Francisco, LLC Lease No. 23-0234	SF Eats Food Hall		X
16					
17	60	Urban Tortilla, Inc Lease No. 03-0187	Urban Tortilla		X

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	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	
1					
2					
3	61	Bayport Concessions, LLC Lease No. 16-0021	Koi Palace Express	MAG and Percentage Rent reduced	X
4					
5	62	Elevate Gourmet Brands - SFO Group Lease No. 14-0046	Pronto!	MAG and Percentage Rent reduced	X
6					
7	63	Host International, Inc. Lease No. 16-0023	Starbucks - Arrivals	Percentage Rent reduced	X
8	64	IOC Design and Consulting, LLC Lease No. 24-0270	Panda Express	New lease, already contains updated MAG adjustment methodology	X
9					
10					
11	65	SF Foodways, LLC Lease No. 16-0022	Potrero Grill & Tapas & Taps	MAG and Percentage Rent reduced	X
12					
13	66	SSP America SFO, LLC Lease No. 16-0020	Roasting Plant	MAG and Percentage Rent reduced	X
14					
15	67	SSP America, Inc. Lease No. 16-0024	Wendy's	MAG and Percentage Rent reduced	X
16					
17	68	Sky Terrace, LLC Lease No. 19-00230	Sky Terrace Employee Cafe	Percentage rent only lease, MAG adjustment methodology not needed	X
18					
19					
20	69	World Duty Free Group North America, LLC Lease No. 12-0085	Green Beans	MAG and Percentage Rent reduced	X
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<p><b>Item 1</b> <b>File 25-1170</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 Food and Beverage Minimum Annual Guarantee (MAG) and Pre-Security Rent Reduction Program for certain food and beverage concession tenants. The proposed program terms include: (1) A one-time reset of the MAG commencing in CY 2026 to the lesser of the existing MAG or 12 percent of gross revenues during CY 2024 for 12 qualifying post-security food and beverage leases; (2) A one-time reset of the MAG commencing in CY 2026 to the lesser of the existing MAG or 6 percent of gross revenues during CY 2024 for six qualifying pre-security food and beverage leases; (3) Establish percentage rent at six percent of gross revenues commencing on January 1, 2026 for seven qualifying pre-security food and beverage leases; and (4) 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 for all food and beverage leases, commencing in 2026.</p> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Airport currently has 69 food and beverage leases, which is a category of concession leases that include quick serve (counter service) operations, sit-down restaurants, coffee shops, and grab-and-go operations. Under the terms of their leases, 67 of the 69 food and beverage 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 food and beverage leases is adjusted annually by the Consumer Price Index.</li> <li>• Passenger spending at food and beverage businesses at SFO has not kept pace with inflation since the fall of 2023. Per passenger spending at food and beverage businesses has decreased by an average of approximately two percent per month from October 2023 to October 2025 and declined for 18 of those months.</li> <li>• Eight tenants (who did not qualify for the one-time MAG reset) have decided to opt out of the program and maintain the existing CPI-based MAG annual adjustment. However, this is not reflected in the proposed resolution and supporting documents.</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 \$1.84 million in rent in CY 2026. The Airport makes an Annual Service Payment to the City’s General Fund, equal to 15 percent of concession revenues. The projected \$1.84 million decrease in rent would result in decreased transfers to the General Fund of approximately \$276,000 in CY 2026.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>• Amend Attachment A in the proposed resolution to correctly show which leases will be amended as part of the rent reduction program, as shown in Appendix 2 of our report.</li> <li>• Approve the proposed resolution as amended.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 9.118(c) states that modification of any lease of real property for a period of ten years or more or that has revenue to the City of \$1 million or more is subject to Board of Supervisors approval.

## BACKGROUND

### **Airport Food and Beverage Leases**

The Airport currently has 69 food and beverage leases, which is a category of concession leases that include quick serve (counter service) operations, sit-down restaurants, coffee shops, and grab-and-go operations. The leases include both pre-security (before the security checkpoint) and post-security (past the checkpoint) locations.

The Airport previously amended certain leases, including food and beverage leases, to (1) waive certain rents and fees due to the Airport between April 2020 and December 2020 under the Airport's COVID-19 Emergency Rent Relief Program<sup>1</sup> and (2) extend lease terms by up to three years and six months to eligible concessionaires under the COVID-19 Lease Extension Program.<sup>2</sup>

### Concession Rent

Under the terms of their leases, 67<sup>3</sup> of the 69 food and beverage tenants currently pay rent annually to the Airport equal to the Minimum Annual Guarantee (MAG) rent or a tiered percentage rent based on gross revenues, whichever is greater. The tiered percentage rent structures for the leases generally range from six to eight percent of gross revenues for the first tier to 10 to 12 percent of gross revenues for the top tier (with varying levels of amount thresholds).

In addition, MAG rent for the food and beverage 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> In April 2024, the Board of Supervisors approved the COVID-19 Lease Extension Program for certain Airport food and beverage, retail, and service concession tenants, allowing the Airport to offer lease extensions of up to three years and six months (File 24-0049).

<sup>3</sup> Sky Terrace Employee Café has a tiered percentage rent only. Marina's Café in the Rental Car Center is in an extended holdover period and is only paying percentage rent.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize the Airport to implement the Food and Beverage Minimum Annual Guarantee and Pre-Security Rent Reduction Program for certain food and beverage concession tenants. The proposed rent reduction program terms are as follows:

- A one-time reset of the MAG commencing in CY 2026 to the lesser of the existing MAG or 12 percent of gross revenues during CY 2024 for 12 qualifying post-security food and beverage leases;
- A one-time reset of the MAG commencing in CY 2026 to the lesser of the existing MAG or 6 percent of gross revenues during CY 2024 for six qualifying pre-security food and beverage leases;
- Establish percentage rent at six percent of gross revenues commencing on January 1, 2026 for seven qualifying pre-security food and beverage leases; and
- 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 for all food and beverage leases, commencing in 2026

The proposed resolution also approves amendments to the existing leases to reflect the proposed rent reduction program. As further discussed below, the Airport states that the eight tenants who have opted out of the program will not have their leases amended. We recommend that Attachment A in the proposed resolution be amended to correctly show which leases will be amended as part of the rent reduction program. Appendix 2 to this report shows the updated Attachment A.

**Criteria and Qualifying Leases**

Out of 69 food and beverage leases, the Airport determined that 18 pre-security and post-security leases<sup>4</sup> qualified for the MAG one-time reset. To qualify for the one-time MAG reset, tenants in post-security locations must have a CY 2024 MAG greater than 12 percent of their gross revenues during 2024. For tenants in pre-security locations, their CY 2024 MAG must be greater than six percent of their gross revenues during 2024.<sup>5</sup>

As part of the program, seven food and beverage leases at pre-security locations qualify for a reduction in percentage rent to a flat six percent of gross revenues. Six pre-security leases will receive both a one-time MAG reset and percentage rent reduction as part of the program. Appendix I summarizes the 19 qualifying pre-security and post-security leases receiving a MAG reset, percentage rent reduction, or both.

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<sup>4</sup> This includes 12 post-security leases and six pre-security leases.

<sup>5</sup> According to the Airport, estimated sales were used for the basis of the calculations for leases which did not operate a full 12 months in 2024 or had only a portion of their premises open in 2024.

In addition, as previously mentioned, the program would change the annual MAG adjustment methodology for all food and beverage leases. However, the Airport stated that eight tenants<sup>6</sup> in post-security locations (who did not qualify for the one-time MAG reset) have decided to opt out of the program and maintain the existing CPI-based MAG annual adjustment. All eight tenants' percentage rent exceeded the MAG in 2024.

### **Need for Rent Reduction Program**

Passenger spending at food and beverage businesses at SFO has not kept pace with inflation since the fall of 2023. According to data provided by the Airport, per passenger spending at food and beverage businesses has decreased by an average of approximately two percent per month over the two-year period from October 2023 to October 2025 and declined for 18 of those months. In addition, according to a study<sup>7</sup> conducted by the Airport's concession consultant<sup>8</sup>, average losses before interest and taxes in 2023 and 2024 for quick serve (counter service) businesses and sit-down restaurants were approximately two percent and seven percent, respectively. However, average gains were 18 percent for coffee shops and five percent for grab-and-go operations. The majority (15) of the tenants qualifying for the MAG reset and/or percentage rent reduction are quick serve businesses or sit-down restaurants. Airport staff believe that changes in consumer spending confidence could possibly be driving the decline in passenger spending at food and beverage businesses. We reviewed the aggregated results of the study but not the individual profit and loss statements because the Airport did not provide them.

According to data provided by the Airport, base rent for the 18 tenants qualifying for the one-time MAG reset averaged 15 percent of gross revenues in 2024, while the remaining 45<sup>9</sup> tenants averaged approximately 10 percent of gross revenues. 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 in the range of 10 to 11 percent of gross revenues.<sup>10</sup>

Consequently, to support the financial viability of the leases, the Airport is proposing a one-time reset of the MAG commencing in CY 2026 to the lesser of the MAG or 12 percent of gross revenues in CY 2024 for post-security leases and to the lesser of the MAG or six percent of gross revenues in CY 2024 for pre-security leases. As previously discussed, this would reduce the MAG in CY 2026 for 18 out of 69 food and beverage leases. The Airport decided to set the gross revenues threshold to 12 percent because it was determined to be the top end of market rent

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<sup>6</sup> The tenants opting out of the program include: (1) Andale Management Group, Inc. – Andale, (2) Andre-Boudin Bakeries – Boudin Bakery, (3) BJ Annex, LLC – Burger Joint, (4) Culinary Heights Hospitality – Ritual Coffee, (5) Gateside, LLC – Gateside Market, (6) Proper Food, (7) Sidewalk Juice, (8) Burger Joint – Mission Bar & Grill

<sup>7</sup> The Airport's concessions consultant aggregated and reviewed profit and loss statements from 2023 and 2024 from a sampling of 22 food and beverage tenants.

<sup>8</sup> The Airport contracts with ICF Resources, LLC for as-needed concession analysis and planning services.

<sup>9</sup> This does not include four new locations and two pre-security tenants that are not part of the rent reduction program (Panda Express and Sky Terrace Employee Café)

<sup>10</sup> According to the Airport, MAG rent for food and beverage leases are originally set by projecting sales revenue and applying a tiered percentage rent structure. This amount is then discounted by approximately 10 to 15 percent to establish the Minimum Acceptable Financial Offer. The Airport states that percentage rents were originally set to reflect the market rent for SFO, inclusive of salaries and benefits costs, construction and operational requirements.

for post-security leases. The Airport decided to set both the gross revenues threshold for the MAG to be reset at six percent and the percentage rent at a flat six percent for pre-security leases to more closely align with the percentage rent established for two Request for Proposals issued for small business set-aside food and beverage operations at pre-security locations. Except for two tenants<sup>11</sup>, all of the qualifying pre-security leases have the following existing tiered percentage rent structure:

- 6 percent of gross revenues up to and including \$1,000,000;
- 8 percent of gross revenues from \$1,000,000 up to and including \$1,500,000 and;
- 10 percent of gross revenues over \$1,500,000.

Finally, 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>12</sup> The Airport states this will provide downside protection for tenants while maintaining steady cashflow for the Airport. In addition, this adjustment was also implemented as part of the Airport's Specialty Retail Minimum Annual Guarantee Rent Reduction Program for certain specialty retail concession tenants, which was approved by the Board of Supervisors in February 2025 (File 24-1106).<sup>13</sup>

## 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 \$1.84 million in rent in CY 2026. This is based on projected CY 2026 sales estimates of four percent growth<sup>14</sup> for the leases and assumes an annual MAG adjustment of two percent CPI increase to the CY 2025 MAG for each lease.<sup>15</sup>

<sup>11</sup> This includes Elevate Gourmet Brands – Pronto and World Duty Free Group North America, LLC – Green Beans

<sup>12</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>13</sup> In February 2025, the Board of Supervisors approved the Specialty Retail Minimum Annual Guarantee Rent Reduction Program for certain specialty retail concession tenants, allowing the Airport to do a one-time adjustment of the Minimum Annual Guarantees due under the leases, and changing the method for future adjustments of the Minimum Annual Guarantees.

<sup>14</sup> The Airport states this is based on enplanement forecast showing passenger growth of approximately four percent in 2026.

<sup>15</sup> The projection is adjusted for the following: eight tenants opting out of the program, estimated sales for new or newly opened locations, new leases that will not have a MAG annual adjustment in 2026, and tenants with suspended MAGs (due to enplanements in the respective boarding areas and over a specified comparison period as set forth in the leases down more than 20 percent for three consecutive months).

Exhibit 1 shows the cost breakdown by food and beverage lease of the proposed rent reduction program's total projected decrease of \$1.84 million in revenue to the Airport in CY 2026. This reflects approximately five percent of estimated rent for all food and beverage leases in CY 2026.

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

Tenant	CY2025 Total Estimated Rent	Existing Leases: Projected CY2026 Total Rent (Without Rent Reduction Program)	Proposed Amendments: Projected CY2026 Total Rent (With Rent Reduction Program)	Difference between Existing and Proposed: (Projected Decrease from Rent Reduction Program)
<b>Post-Security Leases with Rent Reduction (15 Leases)</b>				
Amy's Kitchen Restaurant (dba Amy's Drive Thru)	\$630,537	\$643,148	\$562,037	\$81,111
Andale Management Group, Inc. - Valencia St. Station	716,344	730,671	677,275	53,396
Asian Box Palo Alto, LLC – Asian Box*	242,274	247,119	242,274	4,845
Gate 74, Inc. - Proposition Chicken	366,348	373,675	263,295	110,380
Gate 74, Inc. - Sushirrito Express*	93,294	95,160	93,294	1,866
HBF Soto JV LLC - Cat Cora*	174,965	178,464	174,965	3,499
Heigh Connects, LLC - Poke to the Max	570,000	581,400	360,000	221,400
Joe & the Juice New York, LLC*	224,944	229,443	224,944	4,499
Park Cafe Group, Inc. - Dolores Park Café*	223,495	336,446	329,849	6,597
San Francisco Soup Co., Inc. - Ladle and Leaf*	355,571	362,682	355,571	7,111
SF Foodways, LLC - Flyaway by Drake's Brewing Co.*	782,204	797,848	782,204	15,644
SSP America, Inc. - 1300 on Fillmore	415,635	423,948	325,855	98,093
SSP America, Inc. - Sweet Maple	337,759	344,514	145,666	198,848
SSP America, Inc. - The Little Chihuahua	484,518	494,208	454,817	39,392
SSP America, Inc. - Manufactory	683,066	696,727	576,000	120,727
<i>Subtotal, Post-Security Leases</i>	<i>6,300,954</i>	<i>6,535,453</i>	<i>5,568,046</i>	<i>967,408</i>
<b>Pre-Security Leases with Rent Reduction (7 Leases)</b>				
Bayport Concessions, LLC - Koi Palace Express	231,806	236,442	124,747	111,695
Elevate Gourmet Brands - Pronto!	100,521	102,531	40,779	61,753
Host International, Inc. - Starbucks	253,615	265,760	189,456	76,304
SF Foodways, LLC - Potrero Grill	284,930	290,629	130,441	160,187
SSP America SFO, LLC - Roasting Plant	184,797	188,493	72,975	115,518
SSP America, Inc. - Wendy's	293,927	299,806	134,998	164,807
WDFG North America, LLC - Green Beans	237,646	242,399	61,975	180,424
<i>Subtotal, Pre-Security Leases</i>	<i>1,587,242</i>	<i>1,626,060</i>	<i>755,371</i>	<i>870,688</i>
<b>Total (22 Leases)</b>	<b>\$7,888,196</b>	<b>\$8,161,513</b>	<b>\$6,323,417</b>	<b>\$1,838,096</b>

Source: Airport and BLA analysis

\*Rent reductions for seven of the post-security leases (totaling \$44,061) are from the change in the adjustment of the MAG only and do not reflect a one-time reset of the MAG

As shown in Exhibit 1 above, estimated rent under the proposed program will decline by a total of approximately \$0.97 million in CY 2026 for the 15 post-security leases receiving rent reductions, which reflects a reduction of 15 percent compared to estimated rent under the

existing leases. This includes \$44,061 in rent reduction associated with the change in the MAG adjustment methodology for seven post-security leases that are not otherwise having their MAGs reset. Rent reductions for the other eight post-security leases are from the one-time reset of the MAG. Estimated rent will decline by a total of approximately \$0.87 million in CY 2026 for the seven pre-security leases receiving rent reductions, which reflects a reduction of 54 percent compared to estimated rent under the existing leases.

### **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 \$1.84 million decrease in rent would result in decreased transfers to the General Fund of approximately \$276,000 in CY 2026. The Airport states this will be offset by additional rent from new locations.<sup>16</sup>

## **RECOMMENDATIONS**

1. Amend Attachment A in the proposed resolution to correctly show which leases will be amended as part of the rent reduction program.
2. Approve the proposed resolution as amended.

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<sup>16</sup> The Airport estimates the additional rent could be approximately \$1.8 million.



**Appendix I: Qualifying Airport Food and Beverage Leases**

Tenant	Projected CY 2026 Estimated Rent (With Rent Reduction Program)	Projected Decrease from Rent Reduction Program	Rent Reduction Type	Lease Expiration
<b>Post-Security Leases</b>				
Amy's Kitchen Restaurant Operating Company, LLC (dba Amy's Drive Thru)	\$562,037	\$81,110	MAG	1/31/2035
Andale Management Group, Inc. - Valencia St. Station	\$677,275	\$53,396	MAG	7/31/2030
Elevate Gourmet Brands SFO Group - Pronto!	\$173,633	-	MAG	12/31/2033
Gate 74, Inc. - Proposition Chicken	\$263,295	\$110,380	MAG	8/31/2029
Heigh Connects, LLC - Poke to the Max	\$360,000	\$221,400	MAG	6/30/2036
HFF-BRH-SFO, LLC - Farmerbrown	\$470,327	-	MAG	4/30/2031
Rylo Management, LLC - Farley's Community Café	\$346,303	-	MAG	8/31/2033
Soaring Food Group, LLC - Illy Café	\$549,732	-	MAG	1/31/2035
SSP America, Inc. - 1300 on Fillmore	\$325,855	\$98,093	MAG	11/30/2032
SSP America, Inc. - Sweet Maple	\$145,666	\$198,848	MAG	10/31/2034
SSP America, Inc. - The Little Chihuahua	\$454,817	\$39,392	MAG	1/31/2035
SSP America, Inc. - Marina's Café, Manufactory Food Hall	\$576,000	\$120,727	MAG	6/30/2034
<b>Pre-Security Leases</b>				
Bayport Concessions, LLC - Koi Palace Express	\$124,747	\$111,695	MAG and Percentage Rent	10/31/2029
Elevate Gourmet Brands SFO Group - Pronto!	\$40,779	\$61,753	MAG and Percentage Rent	6/20/2034
Host International, Inc. – Starbucks	\$189,456	\$76,304	Percentage Rent	12/31/2026
SF Foodways, LLC - Potrero Grill & Tapas & MAG and Taps	\$130,441	\$160,187	MAG and Percentage Rent	10/31/2027
SSP America, LLC - Roasting Plant	\$72,975	\$115,518	MAG and Percentage Rent	2/28/2030
SSP America, LLC - Wendy's	\$134,998	\$164,807	MAG and Percentage Rent	10/31/2027
World Duty Free Group North America, LLC - Green Beans	\$61,975	\$180,424	MAG and Percentage Rent	5/31/2029

Source: Airport and BLA analysis

**Attachment A**

**Food & Beverage Concessions**

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	Tenant Entity and Lease Number	Concept	MAG and/or Percentage Rent Reduction: <u>Exceptions to MAG Adjustment Methodology Change</u>	Local Ownership	ACDBE
1	Amoura International, Inc. Lease No. 16-0312	Amoura Café		X	
2	Amoura International, Inc. Lease No. 23-0236	Taste of the City		X	
3	Amy's Kitchen Restaurant Operating Company, LLC Lease No. 18-0211	Amy's Drive Thru	MAG reduced	X	
4	Andale Management Group, Inc. Lease No. 10-0034	Andale	<u>Opting out of MAG Adjustment Methodology Change</u>	X	✗
5	Andale Management Group, Inc. Lease No. 16-0012	Valencia St. Station	MAG reduced	X	✗
6	Andre-Boudin Bakeries, Inc. Lease No. 17-0239	Boudin Bakery	<u>Opting out of MAG Adjustment Methodology Change</u>	X	
7	Asian Box Palo Alto, LLC Lease No. 16-0015	Asian Box		X	
8	Bayport Concessions, LLC Lease No. 03-0183	Koi Palace		X	✗
9	BJ Annex, LLC Lease No. 10-0035	Burger Joint	<u>Opting out of MAG Adjustment Methodology Change</u>	X	

1	10	Black Point Coffee SFO, LLC Lease No. 17-0254	Black Point Café		X	
2						
3	11	Bun Mee, LLC Lease No. 18-0209	Bun Mee		X	✗
4	12	Bun Mee, LLC Lease No. 16-0313	Bun Mee		X	✗
5						
6	13	Burger Joint, Inc. Lease No. 03-0199	Mission Bar & Grill	<u>Opting out of MAG Adjustment Methodology Change</u>	X	
7						
8	14	Culinary Heights Hospitality Lease No. 20-0043	Ritual Coffee	<u>Opting out of MAG Adjustment Methodology Change</u>	X	
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11	15	Elevate Gourmet Brands, Inc. and Aimhigh ESG, LLC, a joint venture d.b.a. Elevate Gourmet Brands Gourmet Brands - SFO Group Lease No. 18-0346	Green Beans		X	✗
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15	16	Elevate Gourmet Brands - SFO Group Lease No. 19-0247	Pronto!	MAG reduced	X	✗
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17	17	Elevate Gourmet Brands, Inc. dba Pronto! Lease No. 03-0184	Pronto!		X	
18						
19	18	Elevated Tastes SFO Inc Lease No. 16-0016	Tomokazu		X	
20						
21	19	Gate 74, Inc. Lease No. 03-0189	Burger King		X	✗
22	20	Gate 74, Inc. Lease No. 16-0311	Proposition Chicken	MAG reduced	X	✗
23	21	Gate 74, Inc. Lease No. 16-0314	Sushirrito Express		X	✗
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1	22	Gateside, LLC Lease No. 18-0217	Gateside Market	<u>Opting out of MAG Adjustment Methodology Change</u>	X	
2						
3	23	Gotham Enterprises, LLC Lease No. 10-0030	Peet's Coffee locations in T2		X	
4						
5	24	Gotham Enterprises, LLC Lease No. 03-0193	Peet's Coffee in T3		X	
6						
7	25	Guava & Java (SFO), Inc. Lease No. 03-0191	Two Dogpatch Bakehouse locations		X	
8						
9	26	Guava & Java (SFO), Inc. Lease No. 23-0197	Two Black Point Coffee locations		X	
10						
11	27	HBF Soto JV, LLC Lease No. 10-0031	Cat Cora		X	
12						
13	28	HBF Soto JV, LLC Lease No. 10-0036	The Plant Organic Café, Pinkberry		X	
14						
15	29	Heigh Connects, LLC Lease No. 20-0044	Poke to the Max	MAG reduced	X	
16						
17	30	HFF-BRH-SFO, LLC Lease No. 16-0316	Farmerbrown	MAG reduced	X	
18						
19	31	High Flying Foods SFO, LLC Lease No. 16-0013	Gott's Roadside		X	
20						
21	<del>32</del>	<del>IOC Design and Consulting, LLC Lease No. 24-0270</del>	<del>Panda Express</del>		<del>X</del>	<del>X</del>
22	<del>33</del>	<del>Joe &amp; the Juice New York, LLC Lease No. 16-0018</del>	<del>Joe &amp; The Juice</del>			
23	34	Lady Luck Gourmet, LLC Lease No. 18-0215	Mama Go's Filipino Cuisine		X	
24	35	Marina's Café Lease No. 12-0221	Marina's Cafe		X	
25	36	Paradies Lagardere @ SFO (F&B), LLC Lease No. 18-0212	Bourbon Pub		X	X

1	<u>37</u> <u>36</u>	Park Cafe Group, Inc. Lease No. 19-0244	Dolores Park Café		X	✘
2	<u>38</u> <u>37</u>	Proper Food SFO Airport, LLC Lease No. 20-0041	Proper Food	<u>Opting out of MAG Adjustment Methodology Change</u>	X	✘
3						
4						
5	<u>39</u> <u>38</u>	Rylo Management, LLC Lease No. 19-0054	Farley's Community Cafe	MAG reduced	X	✘
6	<u>40</u> <u>39</u>	San Francisco Soup Co. Lease No. 16-0309	Ladle and Leaf		X	
7						
8	<u>41</u> <u>40</u>	Sankaku, Inc. Lease No. 03-0180	Sankaku		X	✘
9	<u>42</u> <u>41</u>	Sankaku, Inc. Lease No. 10-0033	Wakaba		X	✘
10						
11	<u>43</u> <u>42</u>	SF Foodways, LLC Lease No. 18-0216	Flyaway by Drake's Brewing Co.		X	
12	<u>44</u> <u>43</u>	SF Uncork'd, LLC Lease No. 12-0089	SF Uncork'd		X	
13	<u>45</u>	<del>Sky Terrace, LLC Lease No. 19-00230</del>	<del>Sky Terrace Employee Cafe</del>		✘	
14						
15	<u>46</u> <u>44</u>	Sidewalk Juice SFO, LLC Lease No. 19-0245	Sidewalk Juice	<u>Opting out of MAG Adjustment Methodology Change</u>	X	
16						
17	<u>47</u> <u>45</u>	Silver Dragon Cafe, LLC Lease No. 16-0310	Bacon Bacon		X	✘
18						
19	<u>48</u> <u>46</u>	Soaring Food Group, LLC Lease No. 18-0214	Illy Caffé	MAG reduced	X	✘
20	<u>49</u> <u>47</u>	SSP America, Inc. Lease No. 16-0017	1300 on Fillmore	MAG reduced	X	✘
21	<u>50</u> <u>48</u>	SSP America, Inc. Lease No. 18-0074	Sweet Maple		X	✘
22				MAG reduced		
23	<u>51</u> <u>49</u>	SSP America, Inc. Lease No. 18-0210	The Little Chihuahua	MAG reduced	X	✘
24						
25	<u>52</u> <u>50</u>	SSP America, Inc. Lease No. 17-0238	Marina's Café, Manufactory Food Hall	MAG reduced	X	✘

1	<del>53</del> <u>51</u>	SSP America, Inc. Lease No. 03-0200	Union Street Gastropub		X	✗
2	<del>54</del> <u>52</u>	Tastes on the Fly San Francisco, LLC Lease No. 03-0192	Two Klein's Deli locations		X	
4	<del>55</del> <u>53</u>	Tastes on the Fly San Francisco, LLC Lease No. 10-0029	Napa Farms Market, Vino Volo		X	
6	<del>56</del> <u>54</u>	Tastes on the Fly San Francisco, LLC Lease No. 23-0235	Perry's		X	
8	<del>57</del> <u>55</u>	Tastes on the Fly San Francisco, LLC Lease No. 16-0315	San Francisco Giants Club House		X	
10	<del>58</del> <u>56</u>	Tastes on the Fly San Francisco, LLC Lease No. 18-0213	Starbird		X	
12	<del>59</del> <u>57</u>	Tastes on the Fly San Francisco, LLC Lease No. 10-0032	The Grill by Lark Creek		X	
14	<del>60</del> <u>58</u>	Tastes on the Fly SFO International, LLC Lease No. 16-0014	Mustards Bar & Grill, Napa Farms Market		X	
16	<del>61</del> <u>59</u>	Tastes on the Fly San Francisco, LLC Lease No. 23-0234	SF Eats Food Hall		X	
18	<del>62</del> <u>60</u>	Urban Tortilla, Inc Lease No. 03-0187	Urban Tortilla		X	

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22	<b>Pre-security concessions</b>				
23					
24	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	<b>ACDBE</b>

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1	<u>636</u> <u>1</u>	Bayport Concessions, LLC Lease No. 16-0021	Koi Palace Express	MAG and Percentage Rent reduced	X	✗
2						
3	<u>646</u> <u>2</u>	Elevate Gourmet Brands - SFO Group Lease No. 14-0046	Pronto!	MAG and Percentage Rent reduced	X	✗
4						
5	<u>656</u> <u>3</u>	Host International, Inc. Lease No. 16-0023	Starbucks - Arrivals	Percentage Rent reduced	X	✗
6	<u>64</u>	<u>IOC Design and Consulting, LLC</u> <u>Lease No. 24-0270</u>	<u>Panda Express</u>	<u>New lease, already contains updated MAG adjustment methodology</u>	<u>X</u>	
7						
8						
9	<u>666</u> <u>5</u>	SF Foodways, LLC Lease No. 16-0022	Potrero Grill & Tapas & Taps	MAG and Percentage Rent reduced	X	
10						
11	<u>676</u> <u>6</u>	SSP America SFO, LLC Lease No. 16-0020	Roasting Plant	MAG and Percentage Rent reduced	X	
12						
13	<u>686</u> <u>7</u>	SSP America, Inc. Lease No. 16-0024	Wendy's	MAG and Percentage Rent reduced	X	✗
14						
15	<u>68</u>	<u>Sky Terrace, LLC</u> <u>Lease No. 19-00230</u>	<u>Sky Terrace Employee Cafe</u>	<u>Percentage rent only lease, MAG adjustment methodology not needed</u>	<u>X</u>	
16						
17						
18	69	World Duty Free Group North America, LLC Lease No. 12-0085	Green Beans	MAG and Percentage Rent reduced	X	✗
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**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM LEASE, LEASE NO. 03-0180 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Sankaku, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No.03-0180, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Program Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of April 27, 2010, approved on March 2, 2010, by Commission Resolution No. 10-0064;

(ii) Amendment No. 2 with an effective date of August 12, 2013, approved on August 12, 2013, by Commission Resolution No. 13-0178 and on January 13, 2015, by Board of Supervisors Resolution No. 3-15;

(iii) Amendment No. 3 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Sankaku, Inc., a California corporation

By:  \_\_\_\_\_  
Signed by:  
4C9884876EF9424...

Name: Hiro Hattori

Title: President

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



**AMENDMENT NO. 5 TO SFO CONCESSION LEASE**  
**[Food & Beverage Minimum Annual Guarantee Reduction and**  
**Pre-Security Percentage Rent Reduction Program – Post Security Location –**  
**MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 5 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0183 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Bayport Concessions, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 23, 2003, by Resolution No. 03-0183, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of August 13, 2013, approved on August 12, 2013 by Commission Resolution No. 13-0175 and on January 13, 2015 by Board of Supervisors Resolution No. 3-15;

(ii) Amendment No. 2 with an effective date of April 21, 2015, approved on April 21, 2015 by Commission Resolution No. 15-0101 and on July 28, 2015 by Board of Supervisors Resolution No. 303-15;

(iii) Amendment No. 3 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iv) Amendment No. 4 with an effective date of April 24, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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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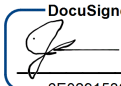
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

Bayport Concessions, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
6E02915365874D4...

Name: Jose Placencia

Title: Managing partner

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0184 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Elevate Gourmet Brands, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No. 03-0184, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of August 13, 2013, approved on August 12, 2013 by Commission Resolution No. 13-0174 and on January 13, 2015 by Board of Supervisors Resolution No. 03-15;

(ii) Amendment No. 2 with an effective date of September 1, 2018, approved on January 16, 2018 by Commission Resolution No. 18-0003 and on July 31, 2018 by Board of Supervisors Resolution No. 282-18; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

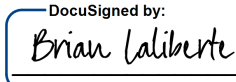
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Elevate Gourmet Brands, Inc., a California corporation

By:  \_\_\_\_\_  
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Name: Brian Laliberte

Title: Chief Executive Officer

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  


DS  


**AMENDMENT NO. 5 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 5 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0187 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Urban Tortilla, Inc (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No.03-0187, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of July 19, 2011, approved on April 5, 2011, by Commission Resolution No. 11-0081 and on July 19, 2011, by Board of Supervisors Resolution No. 300-11;

(ii) Amendment No. 2 with an effective date of July 24, 2012, approved on March 20, 2012, by Commission Resolution No. 12-0055 and on July 24, 2012, by Board of Supervisors Resolution No. 282-12;

(iii) Amendment No. 3 with an effective date of September 10, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Resolution No. 5-21; and

(iv) Amendment No. 4 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Urban Tortilla, Inc, a California corporation

By:  \_\_\_\_\_  
Signed by:  
F10C96712F664D4...

Name: Carol Gillespie

Title: Assistant to Owner

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
DS  
cm

**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0189 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Gate 74, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No. 03-0189, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 1, 2012, approved on October 30, 2012 by Commission Resolution No. 12-0241 and on October 29, 2013 by Board of Supervisors Resolution No. 384-13; and

(ii) Amendment No. 2 with an effective date of March 26, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Gate 74, Inc., a California corporation

By:  Signed by: Jae Chung  
ECFDC36D73E340E...

Name: Jae Chung

Title: President

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
JC

DS  
cm

**AMENDMENT NO. 5 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 5 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0191 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Guava & Java (SFO) Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No. 03-0191, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of April 5, 2011, approved on April 5, 2011 by Commission Resolution No. 11-0082 and on July 19, 2011 by Board of Supervisors Resolution No. 300-11;

(ii) Amendment No. 2 with an effective date of March 20, 2012, approved on March 20, 2012 by Commission Resolution No. 12-0056 and on July 24, 2012 by Board of Supervisors Resolution No. 282-12;

(iii) Amendment No. 3 with an effective date of March 15, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iv) Amendment No. 4 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Guava & Java (SFO) Inc., a California corporation

By:   
02B6A58853834CB...

Name: Guillermo Cardona

Title: CFO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF

DS  
cm

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0192 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly San Francisco, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No.03-0192, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of December 6, 2011, approved on April 5, 2011, by Commission Resolution No. 11-0084 and on December 6, 2011, by Board of Supervisors Resolution No. 516-11;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of May 7, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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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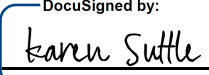
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

Tastes on the Fly San Francisco, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
Name: Karen Suttle

By: \_\_\_\_\_  
Name: Mike Nakornkhet  
Title: Airport Director

Title: Senior Vice President and General Counsel

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
DS  
cm

**AMENDMENT NO. 5 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 5 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0193 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Gotham Enterprises, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No. 03-0193, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of January 16, 2013, approved on January 30, 2013 by Commission Resolution No. 13-0015 and on May 21, 2013 by Board of Supervisors Resolution No. 158-13;

(ii) Amendment No. 2 with an effective date of January 13, 2015, approved on August 12, 2013 by Commission Resolution No. 13-0177 and on January 13, 2015 by Board of Supervisors Resolution No. 3-15;

(iii) Amendment No. 3 with an effective date of March 11, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iv) Amendment No. 4 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

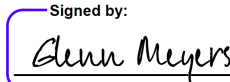
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Gotham Enterprises, LLC, a California limited liability company

By:  \_\_\_\_\_  
Signed by:  
9B220B09D567428...

Name: Glenn Meyers

Title: Managing Member

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
JL  
DS  
cm

**AMENDMENT NO. 5 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 5 TO DOMESTIC TERMINAL FOOD AND BEVERAGE LEASE, LEASE NO. 03-0200 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SSP America, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 29, 2003, by Resolution No.03-0200, the Commission awarded to Tenant the Domestic Terminal Food and Beverage Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of August 12, 2013, approved on August 12, 2013, by Commission Resolution No. 13-0176 and on January 13, 2015, by Board of Supervisors Resolution No. 3-15;

(ii) Amendment No. 2 with an effective date of January 24, 2018, approved on December 6, 2016, by Commission Resolution No. 16-0317 and on December 12, 2017 by Board of Supervisors Resolution No. 446-17;

(iii) Amendment No. 3 with an effective date of April 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21; and

(iv) Amendment No. 4 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

SSP America, Inc., a California corporation

By:  \_\_\_\_\_  
E4AF7FC8D3604BF...

Name: George Mboya

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF

DS  
CM

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 2 GOURMET MARKET AND WINE BAR LEASE, LEASE NO. 10-0029 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly San Francisco, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 18, 2010, by Resolution No.10-0029, the Commission awarded to Tenant the Terminal 2 Gourmet Market and Wine Bar Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of December 16, 2015, approved on December 6, 2011, by Commission Resolution No. 11-0282 and on December 8, 2015, by Board of Supervisors Resolution No. 478-15;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Tastes on the Fly San Francisco, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
DS  
cm

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 2 BAKERY AND COFFEE FACILITIES LEASE, LEASE NO. 10-0030 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Gotham Enterprises, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 18, 2010, by Resolution No. 10-0030, the Commission awarded to Tenant the Terminal 2 Bakery and Coffee Facilities Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of April 16, 2012, approved on December 6, 2011 by Commission Resolution No. 11-0283 and on December 8, 2015 by Board of Supervisors Resolution No. 481-15;

(ii) Amendment No. 2 with an effective date of March 11, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

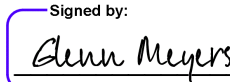
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Gotham Enterprises, LLC, a California limited liability company

By:  \_\_\_\_\_  
Signed by:  
9B220B09D567428...

Name: Glenn Meyers

Title: ceo

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

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DS  
*cm*

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 2 COCKTAIL LOUNGE LEASE, LEASE NO. 10-0031 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between HBF Soto JV, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 18, 2010, by Resolution No. 10-0031, the Commission awarded to Tenant the Terminal 2 Cocktail Lounge Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of December 16, 2015, approved on December 6, 2011 by Commission Resolution No. 11-0284 and on December 8, 2015 by Board of Supervisors Resolution No. 486-15;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

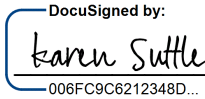
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

HBF Soto JV, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

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*Rf*

DS  
*cm*

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 2 SIT DOWN RESTAURANT LEASE, LEASE NO. 10-0032 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly San Francisco, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 18, 2010, by Resolution No.10-0032, the Commission awarded to Tenant the Terminal 2 Sit Down Restaurant Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of December 16, 2015, approved on December 6, 2011, by Commission Resolution No. 11-0285 and on December 8, 2015, by Board of Supervisors Resolution No. 479-15;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Tastes on the Fly San Francisco, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 2 QUICK SERVE LEASE, LEASE NO. 10- 0033 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Sankaku, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 18, 2010, by Resolution No.10-0033, the Commission awarded to Tenant the Terminal 2 Quick Serve Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of December 16, 2015, approved on December 6, 2011, by Commission Resolution No. 11-0286 and on December 8, 2015, by Board of Supervisors Resolution No. 482-15;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Sankaku, Inc., a California corporation

By:  \_\_\_\_\_  
Signed by:  
4C9884876EF9424...

Name: Hiro Hattori

Title: President

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
*Rf*  
DS  
*cm*

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 2 QUICK-SERVE LEASE, LEASE NO. 10-0036 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between HBF Soto JV, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On February 18, 2010, by Resolution No. 10-0036, the Commission awarded to Tenant the Terminal 2 Quick-Serve Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of December 16, 2015, approved on December 6, 2011 by Commission Resolution No. 11-0289 and on December 8, 2015 by Board of Supervisors Resolution No. 485-15;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.”

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**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.

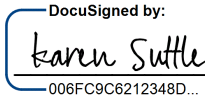
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

HBF Soto JV, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

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**AMENDMENT NO. 4 TO THE INTERNATIONAL TERMINAL AND TERMINAL 3  
NEWSSTANDS/CAFÉ LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Pre-Security Location –  
Percentage Rent Adjustment and MAG Methodology Adjustment]**

This LEASE AMENDMENT NO. 4 TO THE INTERNATIONAL TERMINAL AND TERMINAL 3 NEWSSTANDS/CAFÉ LEASE NO. 12-0085 (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 April 17, 2012, by Resolution No. 12-0085, the Commission awarded to Tenant the International Terminal and Terminal 3 Newsstands/Café Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of June 22, 2017, approved on February 21, 2017 by Commission Resolution No. 17-0033 and on June 22, 2017 by Board of Supervisors Resolution No. 243-17;

(ii) Amendment No. 2 with an effective date of March 26, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

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

C. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”). In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, establishes Percentage Rent at 6% of Tenant’s Gross Revenues for the F&B facility of the Lease, and going forward, a new methodology for annual MAG adjustments that is more in line with common industry practice for such leases.

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

E. All capitalized terms used in this Amendment and not otherwise defined have the meaning provided in the Lease.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration the sufficiency of which is hereby acknowledged, City and Tenant hereby agree to enter into this Amendment as follows:

**AGREEMENT:**

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

**2. Effective Date.** This Amendment shall be deemed effective upon the date of execution by 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) **Lease Year:** The Lease Year shall be from January to December starting on January 1, 2026. The sales and rent for period December 1 - 31, 2025, shall be captured separately from prior lease year of December 1, 2024 to November 2025 and following lease year of January 1 to December 31, 2026.
- (b) **MAG Adjustment Date:** The MAG shall occur on January 1, 2026 and every January 1 thereafter.
- (c) **Base Rent:** Commencing in Lease Year 2026, Base Rent, as defined in the Major Lease Term Summary of the Lease shall be amended in its entirety as follows:

Base Rent for Space B, which is currently used for food and beverage permitted uses, shall be, per Lease Year (as defined below), the greater of the Space B MAG (as defined below) or six percent (6%) of Tenant’s Gross Revenues generated from Space B (such sum being referred to as the “Space B Percentage Rent.”

Base Rent for Spaces A, C, and D shall be the greater of the Spaces A, C, and D MAG (as defined below) or the following sum (such sum being referred to herein as the “Space A, C, and D Percentage Rent”):

- (i) 12% of Gross Revenues (as defined below) generated from Spaces A, C, and D achieved up to and including \$500,000; plus,
- (ii) 14% of Gross Revenues generated from Spaces A, C, and D achieved from \$500,000.01 up to and including \$1,000,000; plus,
- (iii) 16% of Gross Revenues generated from Spaces A, C, and D achieved over \$1,000,000.

References in this Lease to “Base Rent” shall refer to the total aggregate amount of Base Rent for Space B and Base Rent for Spaces A, C, and D.

- (d) **Minimum Annual Guarantee:** Commencing in Lease Year 2026, Minimum Annual Guarantee, as defined in the Major Lease Terms Summary of the Lease, shall be amended in its entirety as follows:

“Space B MAG in Lease Year 2026” shall be the Minimum Annual Guarantee for Space B and shall equal in the amount of \$61,975.00 per

annum, which is the lesser of MAG or 6% of gross revenues for Calendar Year 2024, and which shall be subject to adjustments as described below and (b) suspension and reinstatement under certain circumstances as described herein.

“Spaces A, C, and D MAG” shall be the Minimum Annual Guarantee for Spaces A, C, and D, which is based on the square footage of Spaces A, C, and D in proportion to Space B, and which shall be subject to adjustments as described below and (b) suspension and reinstatement under certain circumstances as described herein. For avoidance of doubt, Spaces A, C, and D MAG Lease Year 2026 and every Lease Year thereafter shall be adjusted based on CPI according to the Lease and proportion to the square footage for Spaces A, C, and D.

References in this Lease to “Minimum Annual Guarantee” or “MAG” shall refer to the total aggregate amount of Space B MAG and Spaces A, C, and D MAG.”

(c) **Adjustments to Minimum Annual Guarantee for Space B.** Beginning in Lease Year 2026, MAG is adjusted to be the greater of existing MAG or 85% of the prior year’s Base Rent.

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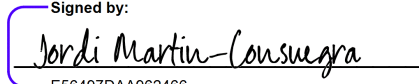
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

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

**CITY:**

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

By:  Signed by:   
 E56497DAA962466...

Name: Jordi Martin-Consuegra

Title: Deputy President and Chief Executive Officer

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



Initial  


DS  


**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO TERMINAL 3 BOARDING AREA F WINE BAR LEASE, LEASE NO. 12-0089 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SF Uncork'd, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On April 17, 2012, by Resolution No.12-0089, the Commission awarded to Tenant the Terminal 3 Boarding Area F Wine Bar Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21;

(ii) Amendment No. 2 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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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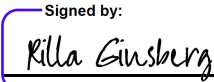
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

SF Uncork'd, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
Signed by:  
0C7F507202D042C...

Name: Rilla Ginsberg

Title: Managing partner

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Pre-Security Location –  
MAG and Percentage Rent Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 3 TO BOARDING AREA C COFFEE SHOP LEASE, LEASE NO. 14-0046 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Elevate Gourmet Brands – SFO Group (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On March 18, 2014, by Resolution No. 14-0046, the Commission awarded to Tenant the Boarding Area C Coffee Shop Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 16, 2021, approved on January 19, 2021 by Commission Resolution No. 21-0006 and on March 16, 2021 by Board of Supervisors Resolution No. 122-21; and

(ii) Amendment No. 2 with an effective date of April 28, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to the Minimum Annual Guarantee (MAG), establishes Percentage Rent at 6% of Tenant’s Gross Revenues, 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 2026, also known as Calendar Year 2026, shall be \$38,442.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 6% of Gross Revenues from Calendar Year 2024 (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(d) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(b) **Percentage Rent Adjustment.** The Percentage Rent starting in Lease Year 2026, also known as Calendar Year 2026, shall be 6% of Tenant’s Gross Revenues.

(c) **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.

(d) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

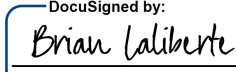
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Elevate Gourmet Brands – SFO Group, a California corporation

By:  \_\_\_\_\_  
2CE43FB555B34B6...

Name: Brian Laliberte

Title: Chief Executive Officer

**CITY:**

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

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

Name: Mike Nakornkhet


Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



Initial  


DS  


**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 3 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE NO. 1, LEASE NO. 16-0012 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Andale Management Group, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0012, the Commission awarded to Tenant the International Terminal Food and Beverage 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 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(ii) Amendment No. 2 with an effective date of April 24, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$677,275.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

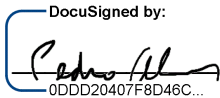
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Andale Management Group, Inc., a California corporation

By:  \_\_\_\_\_  
0DDD20407F8D46C...

Name: PEDRO ALVAREZ

Title: COO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  


DS  


**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO INTERNATIONAL TEMINAL FOOD AND BEVERAGE CONCESSION LEASE 2, LEASE NO. 16-0013 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between High Flying Foods SFO, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No.16-0013, the Commission awarded to Tenant the International Teminal Food and Beverage Concession Lease 2 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 11, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(ii) Amendment No. 2 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

High Flying Foods SFO, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
72C816C76545433...

Name: Glenn Meyers

Title: CEO

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



DS  
*RF*

DS  
*cm*

**AMENDMENT NO. 5 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 5 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE 3, LEASE NO. 16-0014 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly SFO International, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No.16-0014, the Commission awarded to Tenant the International Terminal Food and Beverage Concession Lease 3 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on December 3, 2019, by Commission Resolution No. 19-0312 and on October 6, 2020, by Board of Supervisors Resolution No. 458-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of May 16, 2023, approved on March 21, 2023, by Commission Resolution No. 23-0080 and on May 2, 2023, by Board of Supervisors Resolution No. 227-23; and

(iv) Amendment No. 4 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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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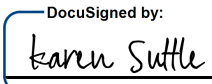
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

Tastes on the Fly SFO International, LLC,  
a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
JC  
DS  
cm

**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE NO. 4, LEASE NO. 16-0015 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Asian Box Palo Alto, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0015, the Commission awarded to Tenant the International Terminal Food and Beverage 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 with an effective date of April 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(ii) Amendment No. 2 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

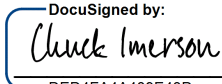
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Asian Box Palo Alto, LLC, a California limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
Chuck Imerson  
DED4FA4A489E43D...

Name: Chuck Imerson

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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





**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE 5, LEASE NO. 16-0016 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Elevated Tastes SFO Inc (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0016, the Commission awarded to Tenant the International Terminal Food and Beverage Concession Lease 5 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0221 and on October 6, 2020 by Board of Supervisors Resolution No. 459-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

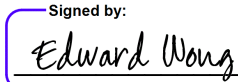
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Elevated Tastes SFO Inc., a California corporation

By:  \_\_\_\_\_  
Signed by:  
ED97E062FA6349A...

Name: Edward Wong

Title: Managing Director

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
N

DS  
cm

**AMENDMENT NO. 5 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 5 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSIONS LEASE 7, LEASE NO. 16-0017 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SSP America, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0017, the Commission awarded to Tenant the International Terminal Food and Beverage Concessions Lease 7 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 15, 2016, approved on November 22, 2016 by Commission Resolution No. 16-0303 and on December 12, 2017 by Board of Supervisors Resolution No. 445-17;

(ii) Amendment No. 2 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0216 and on October 6, 2020 by Board of Supervisors Resolution No. 460-20;

(iii) Amendment No. 3 with an effective date of April 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iv) Amendment No. 4 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$325,855.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

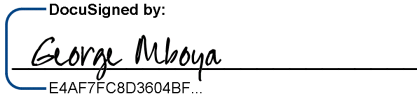
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

SSP America, Inc., a California corporation

By:  \_\_\_\_\_  
DocuSigned by:  
George Mboya  
E4AF7FC8D3604BF...

Name: George Mboya \_\_\_\_\_

Title: CEO \_\_\_\_\_

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



Initial  


DS  


**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSIONS LEASE 8, LEASE NO. 16-0018 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Joe & the Juice New York, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No.16-0018, the Commission awarded to Tenant the International Terminal Food and Beverage Concessions Lease 8 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019, by Commission Resolution No. 19-0217 and on October 16, 2020, by Board of Supervisors Resolution No. 461-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of July 10, 2024, approved on December 19, 2023, by Commission Resolution No. 23-0302 and on June 11, 2024, by Board of Supervisors Resolution No. 334-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

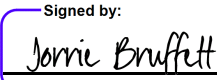
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Joe & the Juice New York, LLC, a New York limited liability company

By:   
Signed by:  
C7D86B29B77449B...  
Name: Jorrie Bruffett  
Title: Managing Director

**CITY:**

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

By: \_\_\_\_\_  
Name: Mike Nakornkhet  
Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
JC

DS  
cm

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Pre-Security Location –  
MAG and Percentage Rent Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSIONS LEASE 10, LEASE NO. 16-0020 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SSP America SFO, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0020, the Commission awarded to Tenant the International Terminal Food and Beverage Concessions Lease 10 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0223 and on October 6, 2020 by Board of Supervisors Resolution No. 462-20;

(ii) Amendment No. 2 with an effective date of September 15, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to the Minimum Annual Guarantee (MAG), establishes Percentage Rent at 6% of Tenant’s Gross Revenues, 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 2026, also known as Calendar Year 2026, shall be \$72,975.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 6% of Gross Revenues from Calendar Year 2024 (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(d) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(b) **Percentage Rent Adjustment.** The Percentage Rent starting in Lease Year 2026, also known as Calendar Year 2026, shall be 6% of Tenant’s Gross Revenues.

(c) **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.

(d) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

SSP America SFO, LLC, Delaware limited liability company

By:  \_\_\_\_\_  
E4AF7FC8D3604BF...

Name: George Mboya

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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





**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Pre-Security Location –  
MAG and Percentage Rent Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSIONS LEASE 11, LEASE NO. 16-0021 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Bayport Concessions, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0021, the Commission awarded to Tenant the International Terminal Food and Beverage Concessions Lease 11 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0222 and on October 6, 2020 by Board of Supervisors Resolution No. 463-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 24, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to the Minimum Annual Guarantee (MAG), establishes Percentage Rent at 6% of Tenant’s Gross Revenues, 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 2026, also known as Calendar Year 2026, shall be \$124,747.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 6% of Gross Revenues from Calendar Year 2024 (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(d) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(b) **Percentage Rent Adjustment.** The Percentage Rent starting in Lease Year 2026, also known as Calendar Year 2026, shall be 6% of Tenant’s Gross Revenues.

(c) **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.

(d) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

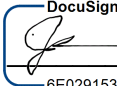
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Bayport Concessions, LLC, a California limited liability company

By:  \_\_\_\_\_  
6E02915365874D4...

Name: Jose Placencia

Title: Managing partner

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Pre-Security Location –  
MAG and Percentage Rent Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 3 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE 12, LEASE NO. 16-0022 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SF Foodways, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0022, the Commission awarded to Tenant the International Terminal Food and Beverage Concession Lease 12 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(ii) Amendment No. 2 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to the Minimum Annual Guarantee (MAG), establishes Percentage Rent at 6% of Tenant’s Gross Revenues, 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 2026, also known as Calendar Year 2026, shall be \$130,441.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 6% of Gross Revenues from Calendar Year 2024 (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(d) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(b) **Percentage Rent Adjustment.** The Percentage Rent starting in Lease Year 2026, also known as Calendar Year 2026, shall be 6% of Tenant’s Gross Revenues.

(c) **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.

(d) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

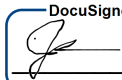
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

SF Foodways, LLC, a California limited liability company

By:  \_\_\_\_\_  
6E02915365874D4...

Name: Jose Placencia

Title: Managing partner

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



Initial  


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**AMENDMENT NO. 2 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Pre-Security Location –  
Percentage Rent Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 2 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION LEASE, LEASE NO. 16-0023 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Host International, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0023, the Commission awarded to Tenant the International Terminal Food and Beverage Concession Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of January 5, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, establishes Percentage Rent at 6% of Tenant’s Gross Revenues, 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) **Percentage Rent Adjustment.** The Percentage Rent starting in Lease Year 2026, also known as Calendar Year 2026, shall be 6% of Tenant's Gross Revenues.

(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 of the Lease 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.

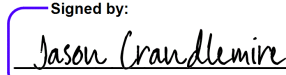
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Host International, Inc., a Delaware corporation

By:  \_\_\_\_\_  
Signed by:  
CF4C52D231B0408...

Name: Jason Crandlemire

Title: Treasurer

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

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**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Pre-Security Location –  
MAG and Percentage Rent Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 3 TO INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSIONS LEASE 14, LEASE NO. 16-0024 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SSP America, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On January 19, 2016, by Resolution No. 16-0024, the Commission awarded to Tenant the International Terminal Food and Beverage Concessions Lease 14 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of April 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(ii) Amendment No. 2 with an effective date of May 7, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to the Minimum Annual Guarantee (MAG), establishes Percentage Rent at 6% of Tenant’s Gross Revenues, 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 2026, also known as Calendar Year 2026, shall be \$134,998.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 6% of Gross Revenues from Calendar Year 2024 (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(d) below) shall be made to the Adjusted MAG Amount. For the avoidance of doubt, references in the Lease to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(b) **Percentage Rent Adjustment.** The Percentage Rent starting in Lease Year 2026, also known as Calendar Year 2026, shall be 6% of Tenant’s Gross Revenues.

(c) **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.

(d) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

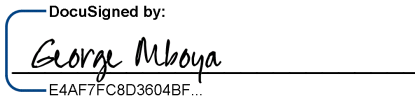
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

SSP America, Inc., a California corporation

By:  \_\_\_\_\_  
E4AF7FC8D3604BF...

Name: George Mboya

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 3 BOARDING AREA F FOOD AND BEVERAGE CONCESSION LEASE 1, LEASE NO. 16-0309 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between San Francisco Soup Company (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No.16-0309, the Commission awarded to Tenant the Terminal 3 Boarding Area F Food and Beverage Concession Lease 1 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019, by Commission Resolution No. 19-0207 and on October 6, 2020, by Board of Supervisors Resolution No. 464-20;

(ii) Amendment No. 2 with an effective date of September 8, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

San Francisco Soup Company, a California corporation

By:  \_\_\_\_\_  
Signed by: 5D79768FC67741A...

Name: Steve Sarver

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF  
DS  
cm

**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C FOOD & BEVERAGE CONCESSION LEASE 2, LEASE NO. 16-0310 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Silver Dragon Cafe, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No.16-0310, the Commission awarded to Tenant the Terminal 3 Boarding Area F and Terminal 1 Boarding Area C Food & Beverage Concession Lease 2 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019, by Commission Resolution No. 19-0210 and on October 6, 2020, by Board of Supervisors Resolution No. 465-20;

(ii) Amendment No. 2 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Silver Dragon Cafe, LLC, a California limited liability company

**CITY:**

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

By:   
8F7E3A1C106F4E2...  
Name: Lilly Mar  
Title: 2/8/23

By: \_\_\_\_\_  
Name: Mike Nakornkhet  
Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



Initial

DS

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 3 BOARDING AREA F FOOD AND BEVERAGE CONCESSION LEASE 3, LEASE NO. 16-0311 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Gate 74, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No. 16-0311, the Commission awarded to Tenant the Terminal 3 Boarding Area F Food and Beverage Concession Lease 3 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0208 and on October 6, 2020 by Board of Supervisors Resolution No. 466-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$263,295.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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:**

Gate 74, Inc., a California corporation

By:  \_\_\_\_\_  
Signed by:  
ECFDC36D73E340E...

Name: Jae Chung

Title: President

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF

DS  
cm

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C FOOD AND BEVERAGE CONCESSION LEASE 4, LEASE NO. 16-0312 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Amoura International, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No. 16-0312, the Commission awarded to Tenant the Terminal 3 Boarding Area F and Terminal 1 Boarding Area C Food and Beverage Concession Lease 4 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on December 3, 2019 by Commission Resolution No. 19-0311 and on October 6, 2020 by Board of Supervisors Resolution No. 467-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Amoura International, Inc., a California corporation

By:  \_\_\_\_\_  
0C178A977D1E4DD...

Name: Sam Shihadeh

Title: President

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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





**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO TERMINAL 3 BOARDING AREA F FOOD AND BEVERAGE CONCESSION LEASE 5, LEASE NO. 16-0313 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Bun Mee, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No. 16-0313, the Commission awarded to Tenant the Terminal 3 Boarding Area F Food and Beverage Concession Lease 5 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 15, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(ii) Amendment No. 2 with an effective date of April 24, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Bun Mee, LLC, a California limited liability company

**CITY:**

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

By: <sup>Signed by:</sup> Denise Tran  
4F8B3D4AD32142D...

Name: Denise Tran

Title: Managing Member

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
DS  
cm

**AMENDMENT NO. 2 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 2 TO TERMINAL 3 BOARDING AREA F FOOD AND BEVERAGE CONCESSION LEASE 6, LEASE NO. 16-0314 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Gate 74, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No. 16-0314, the Commission awarded to Tenant the Terminal 3 Boarding Area F Food and Beverage Concession Lease 6 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 26, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Gate 74, Inc., a California corporation

By:  Signed by: Jae Chung  
ECFDC36D73E340E...

Name: Jae Chung

Title: President

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



DS  
RF

DS  
CM

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 3 BOARDING AREA F FOOD AND BEVERAGE CONCESSION LEASE 7, LEASE NO. 16-0315 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly San Francisco, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No.16-0315, the Commission awarded to Tenant the Terminal 3 Boarding Area F Food and Beverage Concession Lease 7 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019, by Commission Resolution No. 19-0209 and on October 6, 2020, by Board of Supervisors Resolution No. 468-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Tastes on the Fly San Francisco, LLC, a California limited liability company

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

By:   
006FC9C6212348D...  
Name: Karen Suttle

By: \_\_\_\_\_  
Name: Mike Nakornkhet  
Title: Airport Director

Title: Senior Vice President and General Counsel **Effective Date (to be inserted by City only):** \_\_\_\_\_

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial

DS

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO HARVEY MILK TERMINAL 1 BOARDING AREA C FOOD AND BEVERAGE CONCESSION LEASE 8, LEASE NO. 16-0316 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between HFF-BRH-SFO, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 6, 2016, by Resolution No. 16-0316, the Commission awarded to Tenant the Harvey Milk Terminal 1 Boarding Area C Food and Beverage Concession Lease 8 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0203 and on October 6, 2020 by Board of Supervisors Resolution No. 469-20;

(ii) Amendment No. 2 with an effective date of March 11, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$919,028.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

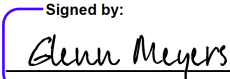
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

HFF-BRH-SFO, LLC, a California limited liability company

By:  \_\_\_\_\_  
Signed by:  
9B220B09D567428...

Name: Glenn Meyers

Title: Managing Member

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



Initial  
N

DS  
cm

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO INTERNATIONAL TERMINAL "A" FOOD HALL AND CAFÉ CONCESSION LEASE, LEASE NO. 17-0238 (this "**Amendment**") is dated as of the Effective Date (as defined below) and entered into by and between SSP America, Inc. ("**Tenant**") and City and County of San Francisco ("**City**"), acting by and through its Airport Commission ("**Commission**").

**RECITALS:**

A. On October 3, 2017, by Resolution No. 17-0238, the Commission awarded to Tenant the International Terminal "A" Food Hall and Café Concession Lease (as amended, the "**Lease**") at San Francisco International Airport ("**Airport**"). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0214 and on October 6, 2020 by Board of Supervisors Resolution No. 474-20;

(ii) Amendment No. 2 with an effective date of April 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the "**F&B Rent Reduction Program**") for 69 food and beverage leases at the Airport ("**F&B Leases**"), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$576,000.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

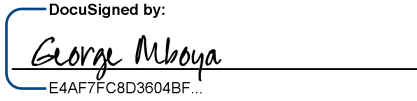
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

SSP America, Inc., a California corporation

By:  \_\_\_\_\_  
E4AF7FC8D3604BF...

Name: George Mboya

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  
JC

DS  
cm

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE**  
**[Food & Beverage Minimum Annual Guarantee Reduction and**  
**Pre-Security Percentage Rent Reduction Program – Post Security Location –**  
**MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO INTERNATIONAL TERMINAL "A" COFFEE KIOSK CONCESSION LEASE, LEASE NO. 17-0254 (this "Amendment") is dated as of the Effective Date (as defined below) and entered into by and between Black Point Coffee SFO, LLC ("Tenant") and City and County of San Francisco ("City"), acting by and through its Airport Commission ("Commission").

**RECITALS:**

A. On October 17, 2017, by Resolution No. 17-0254, the Commission awarded to Tenant the International Terminal "A" Coffee Kiosk Concession Lease (as amended, the "Lease") at San Francisco International Airport ("Airport"). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0211 and on October 6, 2020 by Board of Supervisors Resolution No. 476-20;

(ii) Amendment No. 2 with an effective date of March 15, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 24, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the "F&B Rent Reduction Program") for 69 food and beverage leases at the Airport ("F&B Leases"), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Black Point Coffee SFO, LLC, a California limited liability company

By:   
-02B6A58853834CB...

Name: Guillermo Cardona

Title: CFO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



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N

DS  
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**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 2 CASUAL DINING FOOD & BEVERAGE CONCESSION LEASE 6, LEASE NO. 18-0074 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SSP America, Inc. (“**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. 18-0074, the Commission awarded to Tenant the Terminal 2 Casual Dining Food & Beverage Concession Lease 6 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0204 and on October 6, 2020 by Board of Supervisors Resolution No. 478-20;

(ii) Amendment No. 2 with an effective date of April 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$145,666.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

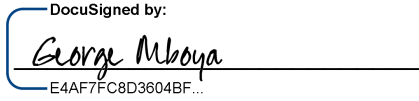
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

SSP America, Inc., a California corporation

By:    
 DocuSigned by:  
George Mboya  
E4AF7FC8D3604BF...

Name: George Mboya

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 1, LEASE NO. 18-0209 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Bun Mee, 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. 18-0209, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 1 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0196 and on October 6, 2020 by Board of Supervisors Resolution No. 482-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 24, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Bun Mee, LLC, a California limited liability company

**CITY:**

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

By: <sup>Signed by:</sup> Denise Tran  
4F8B3D4AD32142D...  
Name: Denise Tran  
Title: Managing Member

By: \_\_\_\_\_  
Name: Mike Nakornkhet  
Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



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DS  
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**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 2, LEASE NO. 18-0210 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SSP America, 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. 18-0210, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 2 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0202 and on October 6, 2020 by Board of Supervisors Resolution No. 483-20;

(ii) Amendment No. 2 with an effective date of April 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$426,477.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

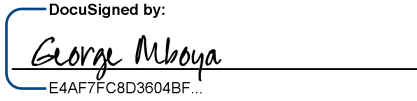
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

SSP America, Inc., a California corporation

By:  \_\_\_\_\_  
E4AF7FC8D3604BF...

Name: George Mboya

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  


DS  


**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 3, LEASE NO. 18-0211 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Amy’s Kitchen Restaurant Operating Company, 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. 18-0211, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 3 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0194 and on October 6, 2020 by Board of Supervisors Resolution No. 484-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 24, 2024, approved on September 5, 2023 by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-54.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$529,198.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

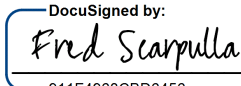
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Amy's Kitchen Restaurant Operating Company, LLC, a California limited liability company

By:  \_\_\_\_\_  
911F4968CBD6456...

Name: Fred Scarpulla

Title: Chief Culinary Officer

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



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**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 4, LEASE NO. 18-0212 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Paradies Lagardere @ SFO (F&B), 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.18-0212, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 4 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019, by Commission Resolution No. 19-0195 and on October 6, 2020, by Board of Supervisors Resolution No. 485-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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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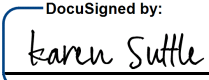
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

Paradies Lagardere @ SFO (F&B), LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF

DS  
CM

**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 5, LEASE NO. 18-0213 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly San Francisco, 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.18-0213, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 5 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019, by Commission Resolution No. 19-0201 and on October 6, 2020, by Board of Supervisors Resolution No. 486-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved on September 5, 2023, by Commission Resolution No. 23-0224 and on April 2, 2024, by Board of Supervisors Resolution No. 157-24; and

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Tastes on the Fly San Francisco, LLC, a California limited liability company

**CITY:**

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

By:   
006FC9C6212348D...  
Name: Karen Suttle

By: \_\_\_\_\_  
Name: Mike Nakornkhet  
Title: Airport Director

Title: Senior Vice President and General Counsel

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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





**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 4 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 6, LEASE NO. 18-0214 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Soaring Food Group, 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. 18-0214, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 6 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of November 4, 2020, approved on September 10, 2019 by Commission Resolution No. 19-0197 and on October 6, 2020 by Board of Supervisors Resolution No. 487-20;

(ii) Amendment No. 2 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(iii) Amendment No. 3 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$481,972.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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.

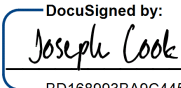
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Soaring Food Group, LLC, a California limited liability company

By:  \_\_\_\_\_  
BD168993BA9C445...

Name: Joseph Cook

Title: President & CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF

DS  
cm

**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 7, LEASE NO. 18-0215 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Lady Luck Gourmet, 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.18-0215, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 7 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(ii) Amendment No. 2 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

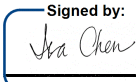
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Lady Luck Gourmet, LLC, a California limited liability company

By:  \_\_\_\_\_  
2A6FFAE9B49748A...

Name: Iva Chen

Title: Director of Business Development

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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





**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 3 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 9, LEASE NO. 18-0216 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between SF Foodways, 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.18-0216, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 9 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of September 9, 2021, approved on October 6, 2020, by Commission Resolution No. 20-0180 and on January 5, 2021, by Board of Supervisors Ordinance No. 5-21;

(ii) Amendment No. 2 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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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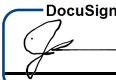
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

SF Foodways, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
6E02915365874D4...  
Name: Jose Placencia  
Title: Managing partner

By: \_\_\_\_\_  
Name: Mike Nakornkhet  
Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



**AMENDMENT NO. 4 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 4 TO TERMINAL 3 BOARDING AREA F COFFEE AND QUICK SERVE CONCESSION LEASE, LEASE NO. 18-0346 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Elevate Gourmet Brands – SFO Group (“**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. 18-0346, the Commission awarded to Tenant the Terminal 3 Boarding Area F Coffee and Quick Serve Concession Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21;

(ii) Amendment No. 2 with an effective date of April 29, 2024, approved on September 5, 2023 by Commission Resolution No. 23-0224 and on April 2, 2024 by Board of Supervisors Resolution No. 157-24; and

(iii) Amendment No. 3 with an effective date of July 5, 2024, approved on December 19, 2023 by Commission Resolution No. 23-0313 and on June 4, 2024 by Board of Supervisors Resolution No. 316-24.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

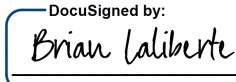
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Elevate Gourmet Brands – SFO Group, a California corporation

By:  \_\_\_\_\_  
2CE43FB555B34B6...

Name: Brian Laliberte

Title: Chief Executive Officer

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



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**AMENDMENT NO. 3 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 3 TO TERMINAL 3 BOARDING AREA F CAFÉ LEASE, A SMALL BUSINESS ENTERPRISE SET-ASIDE, LEASE NO. 19-0054 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Rylo Management, 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. 19-0054, the Commission awarded to Tenant the Terminal 3 Boarding Area F Café Lease, A Small Business Enterprise Set-Aside (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 11, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21; and

(ii) Amendment No. 2 with an effective date of July 10, 2024, approved on September 5, 2023 by Commission Resolution No. 23-0224 and on June 11, 2024 by Board of Supervisors Resolution No. 333-24.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$303,471.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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:**

Rylo Management, LLC, a California limited liability company

By: <sup>Signed by:</sup> Gina Graziano  
F9104800A70146B...

Name: Gina Graziano

Title: Owner

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Initial  


DS  


**AMENDMENT NO. 2 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 2 TO TERMINAL 1 BOARDING AREA C FOOD AND BEVERAGE KIOSK LEASE, A SMALL BUSINESS ENTERPRISE SET-ASIDE, LEASE NO. 19-0244 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Park Cafe Group, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On October 1, 2019, by Resolution No.19-0244, the Commission awarded to Tenant the Terminal 1 Boarding Area C Food and Beverage Kiosk Lease, A Small Business Enterprise Set-Aside (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of April 25, 2024, approved 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 August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

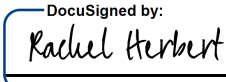
(d) Board of Supervisors Approval. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AMENDMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING 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:**

Park Cafe Group, Inc., a California corporation

By:  \_\_\_\_\_  
9DA3382A30DA450...

Name: Rachel Herbert

Title: president owner

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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





**AMENDMENT NO. 2 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 2 TO TERMINAL 3 BOARDING AREA F GOURMET GRAB AND GO MARKET LEASE, LEASE NO. 19-0247 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Elevate Gourmet Brands – SC Group (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On October 1, 2019, by Resolution No. 19-0247, the Commission awarded to Tenant the Terminal 3 Boarding Area F Gourmet Grab and Go Market Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

(i) Amendment No. 1 with an effective date of March 9, 2021, approved on October 6, 2020 by Commission Resolution No. 20-0180 and on January 5, 2021 by Board of Supervisors Ordinance No. 5-21.

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be \$227,447.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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:**

Elevate Gourmet Brands – SC Group, a California corporation

By:  \_\_\_\_\_  
2CE43FB555B34B6...

Name: Brian Laliberte

Title: Chief Executive Officer

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
SP

DS  
cm

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Adjustment and MAG Methodology Adjustment]**

THIS LEASE AMENDMENT NO. 1 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 14, LEASE NO. 20-0044 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Heigh Connects, LLC (“**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. 20-0044, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Concession Lease 14 (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”).

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In recognition that these F&B Leases currently have an abnormally high rent as a percentage of sales brought about by an ongoing drop in per passenger spending, the F&B Rent Reduction Program, as it applies to this Amendment, offers a one-time adjustment to Minimum Annual Guarantee (MAG), 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 2026, also known as Calendar Year 2026, shall be

\$360,000.00, which is equal to (i) the lesser of the existing MAG as of the Effective Date or (ii) 12% of Gross Revenues from Calendar Year 2024 (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 to Minimum Annual Guarantee or MAG shall be deemed to refer to the Adjusted MAG Amount.

(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 of the Lease 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:**

Heigh Connects, LLC, a Washington limited liability company

By:  Signed by: \_\_\_\_\_  
89E26A7C2D84484...

Name: Max Heigh

Title: Owner

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



Initial  
JC

DS  
cm

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 1 TO TERMINAL 2 COFFEE CAFÉ LEASE, LEASE NO. 23-0197 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Guava And Java SFO, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On August 15, 2023, by Resolution No. 23-0197, the Commission awarded to Tenant the Terminal 2 Coffee Café Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”). The Lease was previously amended as follows:

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Guava And Java SFO, Inc., a California corporation

By:   
02B6A58853834CB...

Name: Guillermo Cardona

Title: CFO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF  
DS  
cm

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 1 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE FOOD HALL LEASE, LEASE NO. 23-0234 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly San Francisco, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 19, 2023, by Resolution No.23-0234, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Food Hall Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”).

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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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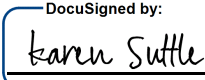
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

Tastes on the Fly San Francisco, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



DS  
RF

DS  
cm

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 1 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE HISTORIC RESTAURANT LEASE, LEASE NO. 23-0235 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Tastes on the Fly San Francisco, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 19, 2023, by Resolution No.23-0235, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Historic Restaurant Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”).

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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]**

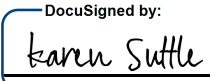
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date set forth below.

**TENANT:**

Tastes on the Fly San Francisco, LLC, a California limited liability company

**CITY:**

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

By:  \_\_\_\_\_  
006FC9C6212348D...

Name: Karen Suttle

Title: Senior Vice President and General Counsel

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

DS  
RF

DS  
cm

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 1 TO HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CASUAL SIT-DOWN RESTAURANT LEASE, LEASE NO. 23-0236 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between Amoura International, Inc. (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On September 19, 2023, by Resolution No. 23-0236, the Commission awarded to Tenant the Harvey Milk Terminal 1 Food and Beverage Casual Sit-Down restaurant Lease (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”).

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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:**

Amoura International, Inc., a California corporation

By:  \_\_\_\_\_  
0C178A977D1E4DD...

Name: Sam Shihadeh

Title: President

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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



DS  
*Raf*

DS  
*cm*

**AMENDMENT NO. 1 TO SFO CONCESSION LEASE  
[Food & Beverage Minimum Annual Guarantee Reduction and  
Pre-Security Percentage Rent Reduction Program – Post Security Location –  
MAG Methodology Adjustment Only]**

THIS LEASE AMENDMENT NO. 1 TO INTERNATIONAL TERMINAL FOOD & BEVERAGE LEASE, A SMALL BUSINESS SET-ASIDE, LEASE A, LEASE NO. 24-0270 (this “**Amendment**”) is dated as of the Effective Date (as defined below) and entered into by and between IOC Design and Consulting, LLC (“**Tenant**”) and City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”).

**RECITALS:**

A. On December 17, 2024, by Resolution No.24-0270, the Commission awarded to Tenant the International Terminal Food & Beverage Lease, A Small Business Set-Aside, Lease A (as amended, the “**Lease**”) at San Francisco International Airport (“**Airport**”).

B. On August 19, 2025, by Resolution No. 25-0130, the Commission authorized the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Rent Reduction and Pre-Security Percentage Rent Reduction Program (the “**F&B Rent Reduction Program**”) for 69 food and beverage leases at the Airport (“**F&B Leases**”), including this Lease. In order to ensure market rent is in place and to help ensure the financial viability of the F&B Leases, the F&B Rent Reduction Program, as it applies to this Amendment, offers 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) **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.

(b) **Adjustments to Minimum Annual Guarantee.** The provisions of Section 4.3 of the Lease 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.

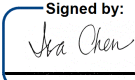
(c) Entire Agreement. This Amendment, together with the Lease, contains all of the representations and the entire agreement between the parties with respect to the subject matter of this Amendment. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating 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:**

IOC Design and Consulting, LLC, a California limited liability company

By:  \_\_\_\_\_  
Signed by:  
1892B438405A4CC...

Name: Iva Chen

Title: CEO

**CITY:**

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

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

Name: Mike Nakornkhet

Title: Airport Director

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

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

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

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**

**FOR**

**Sanraku**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

**DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**Sanraku, Inc.**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0180

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Willow Street Woodfire Pizza**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**Bayport Concessions, LLC**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0183

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Noah's Bagels & Max's Eatz**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**Bay Area Restaurant Group  
Joint Venture**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0184



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Luna Azul**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**(Jonathan Leong) L & H LLC**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0187

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Burger King**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**WSE Group, Inc.**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0189



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Guava & Java**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**Guava & Java (SFO) Inc.,**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0191

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Kleins Deli Café**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**J. Avery Enterprises,**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0192

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Peet's Coffee**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**Gotham Enterprises, LLC  
SFO Coffee IV-VI Series**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0193

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Mission Bar & Grill**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

**DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**Burger Joint, Inc.,**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0199

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR**

**Anchor Steam Brewing Company  
~~Alcatraz Brewing Company~~**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT  
DOMESTIC TERMINAL FOOD AND BEVERAGE PROGRAM**

by and between

**Creative Host Services, Inc.,**

as tenant

and

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

Mayor Willie L. Brown, Jr.

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Michael S. Strunsky, Vice President  
Hon. Linda S. Crayton  
Hon. Caryl Ito  
Hon. Eleanor Johns

John L. Martin  
Airport Director

September 29, 2003

Lease No. 03-0200

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 2 GOURMET MARKET AND WINE BAR**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

D-LEW ENTERPRISES, LLC,  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenime

John L. Martin  
Airport Director

February 18, 2010

Lease No. 10-0029

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 2 BAKERY AND COFFEE FACILITIES**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

GOTHAM ENTERPRISES, LLC  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime

John L. Martin  
Airport Director

February 18, 2010

Lease No. 10-0030

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 COCKTAIL LOUNGE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**HBF SOTO JV, LLC**  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenime

John L. Martin  
Airport Director

February 18, 2010

Lease No. 10-0031



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 2 SIT DOWN RESTAURANT**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

D-LEW ENTERPRISES, LLC  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime

John L. Martin  
Airport Director

February 18, 2010

Lease No.10-0032

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 2 QUICK-SERVE LEASE**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SANKAKU, INC.,  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime

John L. Martin  
Airport Director

February 18, 2010

Lease No.10-0033

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 2 QUICK-SERVE LEASE**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

ANDALÉ MANAGEMENT GROUP, INC.,  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime

John L. Martin  
Airport Director

February 18, 2010

Lease No. 10-0034

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 2 QUICK-SERVE LEASE**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

BJ ANNEX, LLC,  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime

John L. Martin  
Airport Director

February 18, 2010

Lease No.10-0035

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 QUICK-SERVE LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**HBF SOTO JV, LLC**  
as tenant

and

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

Gavin Newsom  
Mayor

**AIRPORT COMMISSION**

Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Caryl Ito  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime

John L. Martin  
Airport Director

February 18, 2010

Lease No.10-0036

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL AND TERMINAL 3 NEWSSTANDS/CAFÉ**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**HOST INTERNATIONAL, INC.,**  
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

April 17, 2012

Lease No. 12-0085

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F WINE BAR LEASE**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SF UNCORK'D, 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. Guggenlime  
Hon. Peter A. Stern

John L. Martin  
Airport Director

March 20, 2012

Lease No.12-0089

**LEASE AGREEMENT**  
**FOR THE**  
**RENTAL CAR CENTER CAFÉ**  
**A SMALL BUSINESS SET-ASIDE**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

MARINA'S CAFE,  
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

John L. Martin  
Airport Director

October 9, 2012

Lease No.12-0221



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**BOARDING AREA C COFFEE SHOP**  
**IN TERMINAL 1**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

GREEN BEANS COFFEE OSTERIA – SFO GROUP,  
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

John L. Martin  
Airport Director

March 18 , 2014

Lease No. 14-0046

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 1**  
**AT THE SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Andale Management Group, Inc.,  
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 2016

Lease No.16-0012

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 2**  
**IN INTERNATIONAL TERMINAL**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

High Flying Foods SFO, 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 2016

Lease No. 16-0013

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 3**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Tastes on the Fly San Francisco, 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. Guggenlime  
Hon. Peter A. Stern

John L. Martin  
Airport Director

February 2016

Lease No. 16-0014

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION  
LEASE NO. 4  
AT THE SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Mum Fresh SF, Inc.,  
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

John L. Martin  
Airport Director

February 2016

Lease No. 16 -0015

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 5**  
**AT THE SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**TOMOKAZU JAPANESE CUISINE (SFO) INC.,**  
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 2016

Lease No. 16-0016

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 7**  
**IN INTERNATIONAL TERMINAL**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**SSP America, Inc.,**  
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. Guggenheimer  
Hon. Peter A. Stern

John L. Martin  
Airport Director

February 2016

Lease No. 16-0017

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 8**  
**IN INTERNATIONAL TERMINAL**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Joe & The Juice SFO, 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. Guggenlime  
Hon. Peter A. Stern

John L. Martin  
Airport Director

February 2016

Lease No. 16-0018



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 10**  
**AT THE SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**MIDFIELD CONCESSION ENTERPRISES, INC.**  
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

John L. Martin  
Airport Director

February 2016

Lease No.16-0020

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 11**  
**IN INTERNATIONAL TERMINAL**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Bayport Concessions, 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. Guggenlime  
Hon. Peter A. Stern

John L. Martin  
Airport Director

February 2016

Lease No. 16-0021

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION  
LEASE NO. 12  
AT THE SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Adam Light,

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 2016

Lease No.16-0022

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 13**  
**AT THE SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

HOST INTERNATIONAL, INC.  
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 2016

Lease No.16-0023

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**INTERNATIONAL TERMINAL FOOD AND BEVERAGE CONCESSION**  
**LEASE NO. 14**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SSP America, Inc.,  
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

John L. Martin  
Airport Director

February 2016

Lease No. 16-0024

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING**  
**AREA C FOOD AND BEVERAGE CONCESSION LEASE NO. 1**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

San Francisco Soup Company dba Ladle & Leaf,  
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

December 6, 2016

Lease No. 16-0309

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C**  
**FOOD AND BEVERAGE CONCESSION LEASE NO. 3**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

PARADIES LAGARDERE @ SFO, 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

Ivar C. Satero  
Airport Director

December 2016

Lease No. 16-0311

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C**  
**FOOD AND BEVERAGE CONCESSION LEASE NO. 2**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

HOST INTERNATIONAL, INC.,  
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

Ivar C. Satero  
Airport Director

December 2016

Lease No. 16-0310



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C**  
**FOOD AND BEVERAGE CONCESSION LEASE NO. 3**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

PARADIES LAGARDERE @ SFO, 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. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

December 2016

Lease No. 16-0311

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C**  
**FOOD AND BEVERAGE CONCESSION LEASE NO. 4**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

AMOURA INTERNATIONAL, INC.,  
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

December 2016

Lease No. 16-0312

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**

**FOR THE**

**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C  
FOOD AND BEVERAGE CONCESSION LEASE NO. 5**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Bun Mee 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. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

December 6, 2016

Lease No. 16-0313

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C**  
**FOOD AND BEVERAGE CONCESSION LEASE NO. 6**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Gate 74, Inc.  
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

Ivar C. Satero  
Airport Director

December 6, 2016

Lease No. 16-0314

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C**  
**FOOD AND BEVERAGE CONCESSION LEASE NO. 7**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Tastes on the Fly San Francisco, 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. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

December 6, 2016

Lease No. 16-0315

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT**  
**FOR THE**  
**TERMINAL 3 BOARDING AREA F AND TERMINAL 1 BOARDING AREA C**  
**FOOD AND BEVERAGE CONCESSION LEASE NO. 8**  
**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

HIGH FLYING FOODS SFO, 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

Ivar C. Satero  
Airport Director

December 2016

Lease No.16-0316

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL "A" FOOD HALL AND CAFÉ CONCESSION LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SSP AMERICA, INC.,  
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, 2017

Lease No. 17-0238

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL "A" HISTORIC RESTAURANT CONCESSION LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

ANDRE-BOUDIN BAKERIES, INC.,  
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

Ivar C. Satero  
Airport Director

October 2017

**Lease No. 17-0239**



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
INTERNATIONAL TERMINAL "A" COFFEE KIOSK CONCESSION LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

BLACK POINT COFFEE SFO, 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

Ivar C. Satero  
Airport Director

October 2017

**Lease No. 17-0254**

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 CASUAL DINING FOOD AND BEVERAGE CONCESSION LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SSP America, 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

March, 2018

**Lease No. 18-0074**

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 1  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Bun Mee, 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

July 2018

Lease No. 18-0209

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 2  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SSP AMERICA, INC.,  
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. Guggenlime  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

July 2018

Lease No. 18-0210

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 3  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

AMY'S KITCHEN RESTAURANT OPERATING COMPANY, 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

July 2018

Lease No. 18 - 0211

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 4  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

PARADIES LAGARDERE @ SFO 2018 (F&B), 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

July 2018

Lease No.18-0212

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 5  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Tastes On The Fly San Francisco, 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

July 10, 2018

Lease No.18-0213

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 6  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SOARING FOOD 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

July 10, 2018

Lease No.18-0214



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 7  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

LADY LUCK GOURMET, 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. Guggenheimer  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

July 2018

Lease No.18-0215

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 9  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SF FOODWAYS, 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. 18-0216

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASE 8  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

HOST INTERNATIONAL, 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. 18-0217

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 3 COFFEE AND QUICK SERVE CONCESSION LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Elevate Gourmet Brands, Inc. and Aimhigh ESG, LLC,  
a joint venture d.b.a. Elevate Gourmet Brands – SFO Group,  
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. Guggenheimer  
Hon. Peter A. Stern

Ivar C. Satero  
Airport Director

October 2018

Lease No. 18-0346

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 3 BOARDING AREA F CAFÉ LEASE, A SMALL BUSINESS  
ENTERPRISE SET-ASIDE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Rylo Management, 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, 2019

Lease No. 19-0054

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 2 EMPLOYEE CAFÉ LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SKY TERRACE, 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

October 1, 2019

Lease No. 19-0230

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 1 BOARDING AREA C FOOD AND BEVERAGE KIOSK LEASE, A SMALL  
BUSINESS ENTERPRISE SET-ASIDE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

**PARK CAFÉ GROUP, 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. Guggenime  
Hon. Malcolm Yeung

Ivar C. Satero  
Airport Director

October 1, 2019

Lease No. 19-0244

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 3 BOARDING AREA F FOOD AND BEVERAGE KIOSK LEASE  
A SMALL BUSINESS ENTERPRISE SET-ASIDE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

SIDEWALK JUICE SFO, 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

October 2019

Lease No. 19-0245



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
TERMINAL 3 BOARDING AREA F GOURMET GRAB AND GO MARKET**

**AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

ELEVATE GOURMET BRANDS – SC GROUP,  
a joint venture between Elevate Gourmet Brands, Inc. and Skyview Concessions, Inc.  
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. Guggenheimer  
Hon. Malcolm Yeung

Ivar C. Satero  
Airport Director

October 1, 2019

Lease No. 19-0247

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASES IN  
PHASES 3 AND 4 – LEASE 10  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Proper Food SFO Airport, 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. Eleanor Johns, Vice President  
Hon. Richard J. Guggenhime  
Hon. Malcolm Yeung  
Hon. Everett A. Hewlett, Jr.

Ivar C. Satero  
Airport Director

March 17, 2020

Lease No. 20-0041

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASES IN  
PHASES 3 AND 4 – LEASE 13  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Culinary Heights Hospitality,  
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. Eleanor Johns, Vice President  
Hon. Richard J. Guggenlime  
Hon. Malcolm Yeung  
Hon. Everett A. Hewlett, Jr.

Ivar C. Satero  
Airport Director

March 17, 2020

Lease No. 20-0043

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CONCESSION LEASES IN  
PHASES 3 AND 4 – LEASE 14  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

by and between

Heigh Connects, 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. Eleanor Johns, Vice President  
Hon. Richard J. Guggenhime  
Hon. Malcolm Yeung  
Hon. Everett A. Hewlett, Jr.

Ivar C. Satero  
Airport Director

March 17, 2020

Lease No. 20-0044

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

DS  
FL

**LEASE AGREEMENT  
FOR THE TERMINAL 2 COFFEE CAFÉ LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

DS  
UN

by and between

DS  
KB

Guava And Java SFO, Inc.  
dba Black Point Café and La Colombe Coffee Roasters

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. Malcolm Yeung, President  
Hon. Everett A. Hewlett, Jr., Vice President  
Hon. Jane Natoli  
Hon. Jose F. Almanza

Ivar C. Satero  
Airport Director

August 15, 2023

Lease No. 23-0197

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

DS  
AM

**LEASE AGREEMENT  
FOR THE  
HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE FOOD HALL LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

DS  
CN

DS  
CN

by and between

Tastes on the Fly 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. Malcolm Yeung, President  
Hon. Everett A. Hewlett, Jr., Vice President  
Hon. Jane Natoli  
Hon. Jose F. Almanza

Ivar C. Satero  
Airport Director

September 19, 2023

Lease No. 23-0234

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

<sup>DS</sup>  
AM

**LEASE AGREEMENT  
FOR THE  
HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE HISTORIC RESTAURANT LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

<sup>DS</sup>  
CN

<sup>DS</sup>  
CN

by and between

Tastes on the Fly 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. Malcolm Yeung, President  
Hon. Everett A. Hewlett, Jr., Vice President  
Hon. Jane Natoli  
Hon. Jose F. Almanza

Ivar C. Satero  
Airport Director

September 19, 2023

Lease No. 23-0235

Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE  
HARVEY MILK TERMINAL 1 FOOD AND BEVERAGE CASUAL SIT-DOWN RESTAURANT LEASE  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

<sup>DS</sup>  
AM

by and between

Amoura International, Inc.,  
as tenant

<sup>DS</sup>  
CN

and

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

<sup>DS</sup>  
CN

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Malcolm Yeung, President  
Hon. Everett A. Hewlett, Jr., Vice President  
Hon. Jane Natoli  
Hon. Jose F. Almanza

Ivar C. Satero  
Airport Director

September 19, 2023

Lease No. 23-0236



Click on this page to be routed to the Legislative Research Center to view the entirety of the Original and Amended Agreements with this Contractor.

**LEASE AGREEMENT  
FOR THE INTERNATIONAL TERMINAL FOOD & BEVERAGE LEASE, A SMALL BUSINESS  
SET-ASIDE, LEASE A  
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

<sup>DS</sup>  
SP

by and between

**IOC DESIGN AND CONSULTING, LLC,  
operating as a "Panda Express"  
as tenant**

<sup>DS</sup>  
MM

and

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

<sup>DS</sup>  
CN

<sup>Initial</sup>  
LRB

London N. Breed  
Mayor

**AIRPORT COMMISSION**

Hon. Malcolm Yeung, President  
Hon. Jane Natoli, Vice President  
Hon. Jose F. Almanza  
Hon. Mark Buell

Ivar C. Satero  
Airport Director

December 2024

Lease No. 24-0270

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 25-0130

**AUTHORIZATION OF AIRPORT DIRECTOR TO IMPLEMENT THE FOOD & BEVERAGE MINIMUM ANNUAL GUARANTEE AND PRE-SECURITY PERCENTAGE RENT REDUCTION PROGRAM**

WHEREAS, there are 69 Food & Beverage Leases (F&B Leases) at the Airport, and Base Rent on an annual basis is the greater of a tiered percentage of gross revenues (Percentage Rent) or a Minimum Annual Guarantee (MAG), with the exception of the Sky Terrace Employee Café which has a tiered Percentage Rent only; and

WHEREAS, 18 of 69 F&B Leases feature MAGs that are substantially higher than what is considered market rent; and

WHEREAS, the F&B Leases covering pre-security locations feature MAGs and Percentage Rent which are higher than what is considered market rent; and

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

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

WHEREAS, Staff recommends enacting the Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage Rent Reduction Program to normalize the MAG and Percentage Rent payments due under these F&B Leases (Program); and

WHEREAS, the Program consists of: (1) establishing MAG for qualifying post-security F&B Lease locations for calendar year 2026 as the lesser of existing MAG or 12% of gross revenues for calendar year 2024, (2) establishing MAG for qualifying pre-security F&B Lease locations for calendar year 2026 as the lesser of existing MAG or 6% of gross revenues for calendar year 2024, (3) establishing Percentage Rent for qualifying pre-security F&B Lease locations at 6% effective January 1, 2026, and (4) beginning in 2026, change the method for adjusting MAG for all F&B Leases from using a specified CPI to the more common practice in the industry of MAG being adjusted each new Lease Year to be the greater of existing MAG or 85% of the prior year's Base Rent; and

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 25-0130

WHEREAS, in order to qualify for a MAG reduction under the Program, 2024 MAG for a post-security F&B Lease location must be in excess of 12% of gross revenues, or 2024 MAG for a pre-security F&B Lease location must be in excess of 6% of gross revenues, with all pre-security F&B Lease locations being eligible for the Percentage Rent reduction with the exception of the Sky Terrace Employee Café (Program Criteria); now, therefore, be it

RESOLVED, that this Commission authorizes the Airport Director to implement the Food & Beverage Minimum Annual Guarantee Reduction and Pre-Security Percentage Rent Reduction Program by entering into appropriate amendments to F&B Leases which satisfy the Program Criteria, 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, the Director of Commission Affairs is directed to request approval from the San Francisco Board of Supervisors under Section 9.118 of the Charter of the City and County of San Francisco for those amendments requiring such approval.

Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*  
= AUG 19 2025  
*at its meeting of* \_\_\_\_\_

  
\_\_\_\_\_  
*Secretary*



**MEMORANDUM**

August 19, 2025

TO: AIRPORT COMMISSION  
Hon. Malcolm Yeung, President  
Hon. Jane Natoli, Vice President  
Hon. Jose F. Almanza  
Hon. Mark Buell  
Hon. Susan Leal

5-0130  
= AUG 19 2025

FROM: Airport Director

SUBJECT: Implementation of the Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage Rent Reduction Program

DIRECTOR'S RECOMMENDATION: (1) AUTHORIZE THE AIRPORT DIRECTOR TO IMPLEMENT THE FOOD & BEVERAGE MINIMUM ANNUAL GUARANTEE AND PRE-SECURITY PERCENTAGE RENT REDUCTION PROGRAM THROUGH AMENDMENTS OF CONCESSION LEASES AND (2) DIRECT THE DIRECTOR OF COMMISSION AFFAIRS TO OBTAIN APPROVAL FROM THE BOARD OF SUPERVISORS PURSUANT TO SECTION 9.118 OF THE CHARTER OF THE CITY AND COUNTY OF SAN FRANCISCO FOR THOSE AMENDMENTS REQUIRING SUCH APPROVAL.

**Executive Summary**

Staff recommends that the Airport Commission (Commission) authorize the Airport Director to implement the Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage Rent Reduction Program (Program) which will (i) lower the Minimum Annual Guarantee (MAG) for 18 of 69 Food & Beverage Leases (F&B Leases), (ii) lower the Percentage Rent Structure for seven pre-security F&B Leases, and (iii) alter the annual MAG adjustment methodology for all F&B Leases, commencing with calendar year 2026. The Program will ensure market rent is in place, helping to ensure the financial viability of the F&B Leases with the goal of preserving quality concessions, customer service, and employment at the Airport.

**Background**

The Airport currently has 69 F&B Leases and has long been an industry leader for having an elevated food and beverage program with a high level of local ownership, local concepts, and per passenger spending. Prior to the pandemic, continual growth in passengers and spend rate was the norm. Since the Fall of 2023, per passenger spending has declined for 18 of 21 months. For the months with growth, it was very modest, averaging less than two percent. While passenger spending has cooled, labor and construction costs have increased and there has been some volatility in commodities prices. Staff has engaged in many conversations with F&B Tenants who report losses. Outreach and analysis conducted in advance of the start of leasing the Terminal 3 West Renovation Program indicates the current rent and capital investment needs are no longer financially viable for large format food and beverage locations. Earlier this year, the Airport's concessions consultant aggregated profit and loss statements from the last two years from a sampling of our food and beverage tenants. The study revealed that earnings before interest and taxes for quick serve operations and sit-down restaurants were negative during 2023 and 2024. Coffee and grab & go locations fared much better with net profits ranging from 5.1% to 17.9%.

THIS PRINT COVERS CALENDAR ITEM NO. 2

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

DANIEL LURIE  
MAYOR

MALCOLM YEUNG  
PRESIDENT

JANE NATOLI  
VICE PRESIDENT

JOSE F. ALMANZA

MARK BUELL

SUSAN LEAL

MIKE NAKORNKHET  
AIRPORT DIRECTOR

Base Rent under the F&B Leases is the greater of a tiered percentage of gross revenues (Percentage Rent) or a MAG. During calendar year 2024, Base Rent averaged 15% for 18 of the 69 leases. The remaining F&B Leases had Base Rent averaging 10%. The food and beverage business deals were planned with Base Rent being in the range of 10% to 11% of gross revenues. With the margins on most F&B Leases being thin or negative, a few extra percentage points on any individual operational cost is acutely felt. In addition, under the current F&B Leases, the MAG is adjusted annually based on a Consumer Price Index (CPI), resulting in a continual increase in MAG which is outpacing customer spending growth.

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 its much-admired food and beverage offering for its guests and a viable business landscape for its tenants, a significant number of which include local ownership or are owned by Airport Concession Disadvantaged Business Enterprises (ACDBE) or both.

### Components of the Program

For F&B Leases, Staff is recommending the following as the components of the Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage Rent Reduction Program:

- (1) establish the MAG for qualifying post-security F&B Lease locations for calendar year 2026 as the lesser of existing MAG or 12% of gross revenues for calendar year 2024;
- (2) establish the MAG for qualifying pre-security F&B Lease locations for calendar year 2026 as the lesser of existing MAG or 6% of gross revenues for calendar year 2024;
- (3) establish Percentage Rent for qualifying pre-security F&B Lease locations at 6% effective January 1, 2026; and
- (4) beginning in 2026, change the method for adjusting the MAG for all F&B Leases from using a specified CPI to the more common practice in the industry of MAG being adjusted each new Lease Year to be the greater of existing MAG or 85% of the prior year's Base Rent.

For F&B Lease locations which did not operate a full 12 months in 2024 or had only a portion of their premises open in 2024, Staff is using estimated sales for the basis of the calculations described above. The proposed Program will be in effect through the expiration of the F&B Leases.

### Program Criteria

To qualify for a reduction in MAG under the Program, a tenant's 2024 MAG must be in excess of 12% of gross revenues for Lease Year 2024 for post-security locations and in excess of 10% of gross revenues for Lease Year 2024 for pre-security locations. With the exception of the Sky Terrace Employee Café, all pre-security F&B Lease locations are recommended for a reduction in Percentage Rent under the Program Criteria.

Attachment A lists the 69 F&B Leases and notes (i) the 18 which meet the Program Criteria for MAG reductions and (ii) the seven which meet the Program Criteria for Percentage Rent reductions. Attachment A also indicates those tenants which are locally owned or are certified ACDBE.

Certain 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 Program as outlined above. Under this Program, (1) MAG will be reduced for 18 of 69 F&B Leases, (2) Percentage Rent will be lowered for the seven F&B Leases covering pre-security locations, and (3) the annual MAG adjustment methodology will change for all F&B Leases. The value of this relief program for calendar year 2026 is estimated at \$1,650,000 or 5% of total food and beverage rent. It is estimated, however, that this cost will be neutralized by rent from new locations and modest sales growth.

### **Recommendation**

I recommend the Commission adopt the accompanying Resolution (1) authorizing the Airport Director to implement the Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage 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 Director of Commission Affairs to request the approval from the San Francisco Board of Supervisors for those lease amendments requiring such approval under Section 9.118 of the Charter of the City and County of San Francisco.

Sincerely,



Mike Nakornkhet  
Airport Director

Prepared by: Kevin Bumen  
Chief Financial and Commercial Officer

Attachments

**Attachment A**

**Food & Beverage Concessions**

	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	<b>ACDBE</b>
1	Amoura International, Inc. Lease No. 16-0312	Amoura Café		X	
2	Amoura International, Inc. Lease No. 23-0236	Taste of the City		X	
3	Amy's Kitchen Restaurant Operating Company, LLC Lease No. 18-0211	Amy's Drive Thru	MAG reduced	X	
4	Andale Management Group, Inc. Lease No. 10-0034	Andale		X	X
5	Andale Management Group, Inc. Lease No. 16-0012	Valencia St. Station	MAG reduced	X	X
6	Andre-Boudin Bakeries, Inc. Lease No. 17-0239	Boudin Bakery		X	
7	Asian Box Palo Alto, LLC Lease No. 16-0015	Asian Box		X	
8	Bayport Concessions, LLC Lease No. 03-0183	Koi Palace		X	X
9	BJ Annex, LLC Lease No. 10-0035	Burger Joint		X	
10	Black Point Coffee SFO, LLC Lease No. 17-0254	Black Point Café		X	
11	Bun Mee, LLC Lease No. 18-0209	Bun Mee		X	X
12	Bun Mee, LLC Lease No. 16-0313	Bun Mee		X	X
13	Burger Joint, Inc. Lease No. 03-0199	Mission Bar & Grill		X	
14	Culinary Heights Hospitality Lease No. 20-0043	Ritual Coffee		X	
15	Elevate Gourmet Brands, Inc. and Aimhigh ESG, LLC, a joint venture d.b.a. Elevate Gourmet Brands - SFO Group Lease No. 18-0346	Green Beans		X	X

**Attachment A**

**Food & Beverage Concessions**

	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	<b>ACDBE</b>
16	Elevate Gourmet Brands - SFO Group Lease No. 19-0247	Pronto!	MAG reduced	X	X
17	Elevate Gourmet Brands, Inc. dba Pronto! Lease No. 03-0184	Pronto!		X	
18	Elevated Tastes SFO Inc Lease No. 16-0016	Tomokazu		X	
19	Gate 74, Inc. Lease No. 03-0189	Burger King		X	X
20	Gate 74, Inc. Lease No. 16-0311	Proposition Chicken	MAG reduced	X	X
21	Gate 74, Inc. Lease No. 16-0314	Sushirrito Express		X	X
22	Gateside, LLC Lease No. 18-0217	Gateside Market		X	
23	Gotham Enterprises, LLC Lease No. 10-0030	Peet's Coffee locations in T2		X	
24	Gotham Enterprises, LLC Lease No. 03-0193	Peet's Coffee in T3		X	
25	Guava & Java (SFO), Inc. Lease No. 03-0191	Two Dogpatch Bakehouse locations		X	
26	Guava & Java (SFO), Inc. Lease No. 23-0197	Two Black Point Coffee locations		X	
27	HBF Soto JV, LLC Lease No. 10-0031	Cat Cora		X	
28	HBF Soto JV, LLC Lease No. 10-0036	The Plant Organic Café, Pinkberry		X	
29	Heigh Connects, LLC Lease No. 20-0044	Poke to the Max	MAG reduced	X	
30	HFF-BRH-SFO, LLC Lease No. 16-0316	Farmerbrown	MAG reduced	X	
31	High Flying Foods SFO, LLC Lease No. 16-0013	Gott's Roadside		X	



**Attachment A**

**Food & Beverage Concessions**

	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	<b>ACDBE</b>
32	IOC Design and Consulting, LLC Lease No. 24-0270	Panda Express		X	X
33	Joe & the Juice New York, LLC Lease No. 16-0018	Joe & The Juice			
34	Lady Luck Gourmet, LLC Lease No. 18-0215	Mama Go's Filipino Cuisine		X	
35	Marina's Café Lease No. 12-0221	Marina's Cafe		X	
36	Paradies Lagardere @ SFO (F&B), LLC Lease No. 18-0212	Bourbon Pub		X	X
37	Park Cafe Group, Inc. Lease No. 19-0244	Dolores Park Café		X	X
38	Proper Food SFO Airport, LLC Lease No. 20-0041	Proper Food		X	X
39	Rylo Management, LLC Lease No. 19-0054	Farley's Community Cafe	MAG reduced	X	X
40	San Francisco Soup Co. Lease No. 16-0309	Ladle and Leaf		X	
41	Sankaku, Inc. Lease No. 03-0180	Sankaku		X	X
42	Sankaku, Inc. Lease No. 10-0033	Wakaba		X	X
43	SF Foodways, LLC Lease No. 18-0216	Flyaway by Drake's Brewing Co.		X	
44	SF Uncork'd, LLC Lease No. 12-0089	SF Uncork'd		X	
45	Sky Terrace, LLC Lease No. 19-00230	Sky Terrace Employee Cafe		X	
46	Sidewalk Juice SFO, LLC Lease No. 19-0245	Sidewalk Juice		X	

**Attachment A**

**Food & Beverage Concessions**

	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	<b>ACDBE</b>
47	Silver Dragon Cafe, LLC Lease No. 16-0310	Bacon Bacon		X	X
48	Soaring Food Group, LLC Lease No. 18-0214	Illy Caffé	MAG reduced	X	X
49	SSP America, Inc. Lease No. 16-0017	1300 on Fillmore	MAG reduced	X	X
50	SSP America, Inc. Lease No. 18-0074	Sweet Maple	MAG reduced	X	X
51	SSP America, Inc. Lease No. 18-0210	The Little Chihuahua	MAG reduced	X	X
52	SSP America, Inc. Lease No. 17-0238	Marina's Café, Manufactory Food Hall	MAG reduced	X	X
53	SSP America, Inc. Lease No. 03-0200	Union Street Gastropub		X	X
54	Tastes on the Fly San Francisco, LLC Lease No. 03-0192	Two Klein's Deli locations		X	
55	Tastes on the Fly San Francisco, LLC Lease No. 10-0029	Napa Farms Market, Vino Volo		X	
56	Tastes on the Fly San Francisco, LLC Lease No. 23-0235	Perry's		X	
57	Tastes on the Fly San Francisco, LLC Lease No. 16-0315	San Francisco Giants Club House		X	
58	Tastes on the Fly San Francisco, LLC Lease No. 18-0213	Starbird		X	
59	Tastes on the Fly San Francisco, LLC Lease No. 10-0032	The Grill by Lark Creek		X	
60	Tastes on the Fly SFO International, LLC Lease No. 16-0014	Mustards Bar & Grill, Napa Farms Market		X	

**Attachment A**

**Food & Beverage Concessions**

	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	<b>ACDBE</b>
61	Tastes on the Fly San Francisco, LLC Lease No. 23-0234	SF Eats Food Hall		X	
62	Urban Tortilla, Inc Lease No. 03-0187	Urban Tortilla		X	

<b>Pre-security concessions</b>					
	<b>Tenant Entity and Lease Number</b>	<b>Concept</b>	<b>MAG and/or Percentage Rent Reduction</b>	<b>Local Ownership</b>	<b>ACDBE</b>
63	Bayport Concessions, LLC Lease No. 16-0021	Koi Palace Express	MAG and Percentage Rent reduced	X	X
64	Elevate Gourmet Brands - SFO Group Lease No. 14-0046	Pronto!	MAG and Percentage Rent reduced	X	X
65	Host International, Inc. Lease No. 16-0023	Starbucks - Arrivals	Percentage Rent reduced	X	X
66	SF Foodways, LLC Lease No. 16-0022	Potrero Grill & Tapas & Taps	MAG and Percentage Rent reduced	X	
67	SSP America SFO, LLC Lease No. 16-0020	Roasting Plant	MAG and Percentage Rent reduced	X	
68	SSP America, Inc. Lease No. 16-0024	Wendy's	MAG and Percentage Rent reduced	X	X
69	World Duty Free Group North America, LLC Lease No. 12-0085	Green Beans	MAG and Percentage Rent reduced	X	X

**CONSENT TO TRANSFER**

This Consent to Transfer (this “**Consent Agreement**”), dated as of NOV 28 2018, 2018 for reference purposes only, is entered into by and between the City and County of San Francisco, acting by and through its Airport Commission (“**City**”), and HBF SOTO JV, LLC, with reference to the following facts.

**Recitals**

- A. City is the landlord under those certain leases and permits listed below (the “**Agreements**”) between City and HBF SOTO JV, LLC, as such Agreements may have been amended by agreement between City and HBF SOTO JV, LLC:
  - i. Lease No. 10-0031, dated June 30, 2010;
  - ii. Lease No. 10-0036, dated April 30, 2010;
  - iii. Non-Airline Terminal Space or Use Permit No. 4142;
  - iv. Non-Airline Terminal Space or Use Permit No. 4143;
  - v. Trash Compactor Permit No. 4168, dated May 1, 2011; and
  - vi. Non-Airline Terminal Space or Use Permit No. 4149.
  
- B. HBF SOTO JV, LLC has requested that City consent to the acquisition by m Hojeij Branded Foods, LLC (the holder of a majority interest in HBF SOTO JV, LLC), by HDS Retail North America, LLC, an indirect subsidiary of Lagardère SCA (collectively, the “**Transfer**”).
  
- C. City is or will be the landlord under certain leases with other retail and food and beverage concession tenants in which The Paradies Shops, LLC, an indirect subsidiary of HDS Retail North America, LLC, holds a majority interest, as follows:
  - i. Lease No. 11-0211, dated March 26, 2012;
  - ii. Lease No. 11-0311, dated June 13, 2017;
  - iii. Lease No. 18-0212 (awarded, pending Board of Supervisors approval); and
  - iv. Lease No. 18-0204 (awarded, pending Board of Supervisors approval).

Airport Commission  
OCT 30 2018  
Revenue Development and Management  
ORIGINALS

**Consent**

City grants such consent to the Transfer on the following terms and conditions:


- 1. City’s consent to the Transfer shall be applicable only to the Transfer and no further transfer, assignment or subletting shall be permitted without City’s prior written consent, which consent may be granted or denied in City’s sole discretion. This Consent Agreement is limited to its specific purpose and shall not constitute a modification or amendment of the Agreements.

2. HBF SOTO JV, LLC, acknowledges and agrees that it is and shall remain fully and primarily responsible and liable for the payment of all rental, fees and other sums payable under the Agreements, and all other terms, conditions, and obligations required of HBF SOTO JV, LLC, under the Agreements.
  
3. This Consent Agreement does not give HBF SOTO JV, LLC, any rights under the Agreements except those expressly granted by this Consent Agreement. HBF SOTO JV, LLC, has full power and authority to enter into this Consent Agreement, and the individuals executing this Consent Agreement on behalf of HBF SOTO JV, LLC, have the right, power and authority to bind HBF SOTO JV, LLC, to the terms and conditions of this Consent Agreement. This Consent Agreement contains all of the covenants, conditions and agreements between the parties related to the consent to transfer and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

///

IN WITNESS WHEREOF, the parties have executed this Consent Agreement as of the date first set forth above.

HBF SOTO JV, LLC

By:   
 Name: Regynald Washington  
 Title: President

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

By:   
 Ivar C. Satero  
 Airport Director UF CJ

Approved as to Form:  
 Dennis J. Herrera  
 City Attorney

By:   
 Deputy City Attorney



## CONSENT TO TRANSFER

This Consent to Transfer (this “**Consent Agreement**”), dated as of NOV 28 2018, 2018 for reference purposes only, is entered into by and between the City and County of San Francisco, acting by and through its Airport Commission (“**City**”), and HBF SOTO JV, LLC, with reference to the following facts.

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  - ii. Lease No. 10-0036, dated April 30, 2010;
  - iii. Non-Airline Terminal Space or Use Permit No. 4142;
  - iv. Non-Airline Terminal Space or Use Permit No. 4143;
  - v. Trash Compactor Permit No. 4168, dated May 1, 2011; and
  - vi. Non-Airline Terminal Space or Use Permit No. 4149.
- B. HBF SOTO JV, LLC has requested that City consent to the acquisition by merger of Hojeij Branded Foods, LLC (the holder of a majority interest in HBF SOTO JV, LLC), by HDS Retail North America, LLC, an indirect subsidiary of Lagardère SCA (collectively, the “**Transfer**”).
- C. City is or will be the landlord under certain leases with other retail and food and beverage concession tenants in which The Paradies Shops, LLC, an indirect subsidiary of HDS Retail North America, LLC, holds a majority interest, as follows:
- i. Lease No. 11-0211, dated March 26, 2012;
  - ii. Lease No. 11-0311, dated June 13, 2017;
  - iii. Lease No. 18-0212 (awarded, pending Board of Supervisors approval); and
  - iv. Lease No. 18-0204 (awarded, pending Board of Supervisors approval).

### **Consent**

City grants such consent to the Transfer on the following terms and conditions:

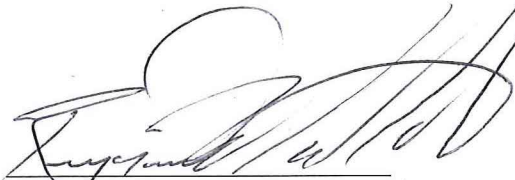
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2. HBF SOTO JV, LLC, acknowledges and agrees that it is and shall remain fully and primarily responsible and liable for the payment of all rental, fees and other sums payable under the Agreements, and all other terms, conditions, and obligations required of HBF SOTO JV, LLC, under the Agreements.
  
3. This Consent Agreement does not give HBF SOTO JV, LLC, any rights under the Agreements except those expressly granted by this Consent Agreement. HBF SOTO JV, LLC, has full power and authority to enter into this Consent Agreement, and the individuals executing this Consent Agreement on behalf of HBF SOTO JV, LLC, have the right, power and authority to bind HBF SOTO JV, LLC, to the terms and conditions of this Consent Agreement. This Consent Agreement contains all of the covenants, conditions and agreements between the parties related to the consent to transfer and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

///

IN WITNESS WHEREOF, the parties have executed this Consent Agreement as of the date first set forth above.

HBF SOTO JV, LLC

By:   
 Name: Regynald Washington  
 Title: President

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

By:   
 Ivar C. Satero  
 Airport Director cf CN

Approved as to Form:  
 Dennis J. Herrera  
 City Attorney

By:   
 Deputy City Attorney

## CONSENT TO TRANSFER

This Consent to Transfer (this “**Consent Agreement**”), dated as of NOV 28 2018, 2018 for reference purposes only, is entered into by and between the City and County of San Francisco, acting by and through its Airport Commission (“**City**”), and HBF SOTO JV, LLC, with reference to the following facts.

### **Recitals**

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  - iv. Non-Airline Terminal Space or Use Permit No. 4143;
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  - vi. Non-Airline Terminal Space or Use Permit No. 4149.
  
- B. HBF SOTO JV, LLC has requested that City consent to the acquisition by merger of Hojeij Branded Foods, LLC (the holder of a majority interest in HBF SOTO JV, LLC), by HDS Retail North America, LLC, an indirect subsidiary of Lagardère SCA (collectively, the “**Transfer**”).
  
- C. City is or will be the landlord under certain leases with other retail and food and beverage concession tenants in which The Paradies Shops, LLC, an indirect subsidiary of HDS Retail North America, LLC, holds a majority interest, as follows:
  - i. Lease No. 11-0211, dated March 26, 2012;
  - ii. Lease No. 11-0311, dated June 13, 2017;
  - iii. Lease No. 18-0212 (awarded, pending Board of Supervisors approval); and
  - iv. Lease No. 18-0204 (awarded, pending Board of Supervisors approval).

### **Consent**

City grants such consent to the Transfer on the following terms and conditions:

- 1. City’s consent to the Transfer shall be applicable only to the Transfer and no further transfer, assignment or subletting shall be permitted without City’s prior written consent, which consent may be granted or denied in City’s sole discretion. This Consent Agreement is limited to its specific purpose and shall not constitute a modification or amendment of the Agreements.




2. HBF SOTO JV, LLC, acknowledges and agrees that it is and shall remain fully and primarily responsible and liable for the payment of all rental, fees and other sums payable under the Agreements, and all other terms, conditions, and obligations required of HBF SOTO JV, LLC, under the Agreements.
3. This Consent Agreement does not give HBF SOTO JV, LLC, any rights under the Agreements except those expressly granted by this Consent Agreement. HBF SOTO JV, LLC, has full power and authority to enter into this Consent Agreement, and the individuals executing this Consent Agreement on behalf of HBF SOTO JV, LLC, have the right, power and authority to bind HBF SOTO JV, LLC, to the terms and conditions of this Consent Agreement. This Consent Agreement contains all of the covenants, conditions and agreements between the parties related to the consent to transfer and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

///

IN WITNESS WHEREOF, the parties have executed this Consent Agreement as of the date first set forth above.

HBF SOTO JV, LLC

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

By:   
Name: Regynald Washington  
Title: President

By:   
Ivar C. Satero  
Airport Director uf cn

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney



HOJEIJ BRANDED FOODS

1750 The Exchange, Suite 200  
Atlanta, GA 30339

October 25, 2018

Via Overnight Mail

Ms. Cheryl Nashir  
Director  
Revenue Development and Management  
San Francisco International Airport  
PO Box 8097  
San Francisco, CA 94128

RE: Consent to Transfer Lease Nos. 10-0031 and 10-0036

Dear Ms. Nashir:

Please find enclosed three copies of the above-reference Consent to Transfer executed on behalf of HBF SOTO JV, LLC. Please return a copy for our files once executed on behalf of the airport.

Let me know if you have any questions or need additional information. Thank for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew Weddig'.

Andrew Weddig  
Chief Development Officer  
Hojeij Branded Foods, LLC  
Managing Member of HBF SOTO JV, LLC

## CONSENT TO TRANSFER

Tastes on the Fly San Francisco, LLC and Tastes on the Fly SFO International, LLC

This Consent to Transfer (this **Consent**), dated as of the date set forth below (the **Effective Date**) is entered into by and among the City and County of San Francisco (**City**), acting by and through its Airport Commission (the **Commission**), Tastes on the Fly San Francisco, LLC, a California limited liability company (**TOTF-San Francisco**), Tastes on the Fly SFO International, LLC, a California limited liability company (**TOTF-SFO**), and together with TOTF-San Francisco, sometimes collectively referred to herein as **TOTF Tenants**) and solely for the purposes of Section 5 below, HDS Retail North America LLC d/b/a Paradies Lagardere Travel Retail, (**Paradies**) with reference to the following facts:

### **Recitals**

A. City, as landlord, and TOTF Tenants, as tenants, are parties to those certain concession leases at San Francisco International Airport (**Airport**), a complete list of which is attached to this Consent as Schedule 1 (Leases).

B. On September 19, 2023, by Resolution Nos. 23-0234 and 23-0235, the Commission awarded to TOTF-San Francisco, as tenant awardee, two additional concession leases at the Airport, a complete list of which is attached to this Consent as Schedule 2 (Contingent Leases), which remain unexecuted on the part of the City, subject to final approval by the Board of Supervisors of City, each in conformance with applicable law.

C. City and TOTF Tenants, as permittee, are parties to those certain permits at the Airport, a complete list of which is attached to this Consent as Schedule 3 (Permits).

D. TOTF Tenants have informed City that Paradies is acquiring one hundred percent (100%) of the shares of Tastes on the Fly Holdings, Inc. (**Transaction**), which is the indirect parent and beneficial owner of one hundred percent (100%) of the membership interest of TOTF Tenants.

E. Between them, TOTF Tenants collectively own an interest in six (6) Leases and two (2) Contingent Leases. Certain indirect subsidiaries of Paradies (**Paradies Tenants**) own an interest in four (4) concession leases and one (1) sublease (**Paradies Leases**).

F. After the closing of the Transaction, at the time of the commencement of operations of the Contingent Leases, without taking any action, Paradies will own a majority interest in 13 concession leases in violation of the Airport's Limit of 10 Leases Policy (**Limit of 10 Leases Policy**).

G. The Transaction constitutes a Transfer under the Leases, the Contingent Leases and the Permits (collectively, the **Transfer**), and TOTF Tenants have requested City's consent to such Transfer. City, acting through its Airport Director, the chief executive officer of the Airport, consents to the Transfer on the following terms and conditions:

### **Consent**

1. City's consent to the Transfer shall be applicable only to the Transaction, and no further transfer or assignment shall be permitted without City's prior written consent, which consent may be granted or denied in accordance with the terms and conditions of the Leases. This Consent is limited to its specific purpose and shall not constitute a modification or amendment of the Leases, the Contingent Leases or the Permits.

2. TOTF Tenants each acknowledge and agree that, upon and after the Transaction, each is and shall remain fully responsible and liable for the payment of all rent, fees and other sums payable under the Leases, Contingent Leases and Permits, as applicable, and all other terms, conditions, and obligations required of TOTFL Tenants under the Leases, Contingent Leases and Permits.

3. This Consent does not give TOTF Tenants any rights under the Leases, Contingent Leases or Permits except those expressly granted by this Consent. TOTF Tenants each have full power and authority to enter into this Consent and the individuals executing this Consent on behalf of TOTF Tenants have the right, power and authority to bind TOTF Tenants to the terms and conditions of this Consent. This Consent contains all of the covenants, conditions and agreements between the parties related to the consent to transfer and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

4. TOTF Tenants each expressly acknowledge and agree that the Contingent Leases remain unexecuted by City and remain subject to the final approval of the Board of Supervisors of the City and County of San Francisco in conformance with applicable law, and that this Consent does not in any way affect, modify, waive, expedite, or endorse such final approval, and is only being given by the City as an accommodation to the Transaction with respect to the Contingent Leases.

5. In express consideration of City entering into this Consent, Paradies covenants and agrees to take all necessary actions at the appropriate time with respect to the Leases or the Paradies Leases such that Paradies will at all times be in compliance with the Limit of 10 Leases Policy, as determined by City. City expressly reserves all rights and remedies under the Leases, the Paradies Leases and the Limit of 10 Leases Policy for the failure of Paradies to fully and timely comply with the Limit of 10 Leases Policy. Notwithstanding anything in this Consent to the contrary, City expressly reserves all of its rights to further consent to any transfers of any interest in the Leases, the Paradies Leases and the Permits, whether or not for the purposes of Paradies' satisfaction of its obligations hereunder. Paradies has full power and authority to enter into this Consent, and the individual executing this Consent on behalf of Paradies has the right, power and authority to bind Paradies to the terms and conditions of this Consent.

6. In the event that the Transaction shall not finally occur and be terminated, then this Consent shall be void and of no further force or effect.

///

///

[Remainder of Page Intentionally Left Blank]

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

TENANTS:

Tastes on the Fly San Francisco, LLC, a California limited liability company

By: 

Name: Michael Levine

Title: Executive Chairman

Tastes on the Fly SFO International, LLC, a California limited liability company

By: 

Name: Michael Levine

Title: Executive Chairman

Solely for Section 5 of this Consent:


HDS Retail North America LLC, an Illinois limited liability company d/b/a Paradies Lagardere Travel Retail

By: 

Name: Gregg S. Paradies

Title: President & CEO

APPROVED AS TO FORM:  
DAVID CHIU,  
City Attorney

By:   
Christopher W. Stuart  
Deputy City Attorney

CITY:

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

By: 

Ivar C. Satero  
Airport Director

Effective Date (to be inserted by City):  
October 30, 2023

Schedule 1

Leases

1. Domestic Terminal Food and Beverage Lease No. 03-0192. (TOTF-SFO)
2. Terminal 2 Gourmet Market and Wine Bar Lease No. 10-0029. (TOTF-San Francisco)
3. Terminal 2 Sit Down Restaurant Lease No. 10-0032. (TOTF-San Francisco)
4. Terminal 3 Boarding Area F and Terminal 1 Boarding Area C Food and Beverage Concession Lease No. 7, Lease No. 16-0315. (TOTF-San Francisco)
5. Terminal 1 Food and Beverage Concession Lease No. 5, Lease No. 18-0213. (TOTF-San Francisco)
6. International Terminal Food and Beverage Concession Lease No. 3, Lease No. 16-0014. (TOTF-SFO)

Schedule 2

Contingent Leases

1. Harvey Milk Terminal 1 Food and Beverage Food Hall Lease No. 23-0234 (TOTF-San Francisco)
2. Harvey Milk Terminal 1 Food and Beverage Historic Restaurant Lease No. 23-0235 (TOTF-San Francisco)

Schedule 3

Permits

Tastes on the Fly San Francisco, LLC Permits

1. Storage Permit P4386
2. Storage Permit P4387
3. Storage Permit P4618
4. Storage Permit P4623
5. Storage Permit P4625
6. Storage Permit P4390
7. Storage Permit P4286
8. Storage Permit P4339
9. Storage Permit P4684
10. Storage Permit P4683
11. Storage Permit P4825
12. Storage Permit P5082
13. Office Permit P4622
14. Office Permit P4629
15. Pest Permits P4796, P4795, P4793, P4794
16. Trash Permits P4391, P4795, P4793, P4329

Tastes on the Fly SFO International, LLC Permits

1. Storage Permit P4585
2. Storage Permit P4586
3. Storage Permit P4587
4. Storage Permit P4688
5. Storage Permit P4715
6. Pest Permits P4790, P4788, P4793, P4794
7. Trash Permit P4845



President, District 8  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. 554-6968  
Fax No. 554-5163  
TDD/TTY No. 544-5227

**RAFAEL MANDELMAN**

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**PRESIDENTIAL ACTION**

Date:

To: Angela Calvillo, Clerk of the Board of Supervisors

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Madam Clerk,

Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No.

(Primary Sponsor)

Title.

Transferring (Board Rule No 3.3)

File No.

(Primary Sponsor)

Title.

From:

Committee

To:

Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor:

Replacing Supervisor:

For:

Meeting

(Date)

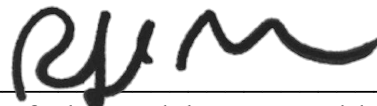
(Committee)

Start Time:

End Time:

Temporary Assignment: Partial

Full Meeting

  
\_\_\_\_\_  
Rafael Mandelman, President  
Board of Supervisors



**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 #: 251170

Bid/RFP #: 16-0312

**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 Brennan	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> Amoura International Inc.	<b>TELEPHONE NUMBER</b> 650-303-1172
<b>STREET ADDRESS (including City, State and Zip Code)</b> 598 Baden Ave., South San Francisco, CA 94080	<b>EMAIL</b> sam@amouracafe.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0312	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$336,348		
<b>NATURE OF THE CONTRACT (Please describe)</b> Amoura Cafe - Boarding Area F 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	Shihadeh	Bassam	Other Principal Officer
2	Shihadeh	Romel	Other Principal Officer
3	Shihadeh	Ghassan	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**

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 #: 251170

Bid/RFP #: 23-0236

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Brennan@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Amoura International, Inc	<b>TELEPHONE NUMBER</b> 650-303-1172
<b>STREET ADDRESS (including City, State and Zip Code)</b> 598 Baden Ave, South San Francisco, CA 94080	<b>EMAIL</b> sam@amouracafe.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 23-0236	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$450,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Taste of the City, Terminal 1, Boarding Area, 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	Shihadeh	Bassam	Other Principal Officer
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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>
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Received On:

File #: 251170

Bid/RFP #: 18-0211

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Amy's Kitchen Restaurant Operating Company, LLC	<b>TELEPHONE NUMBER</b> 707-206-5597
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1650 Corporate Circle, Suite 100, Petaluma, Ca 94954	<b>EMAIL</b> Paul.Schiefer@amys.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0211	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$529,198		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Amy's Drive-Thru - 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	Berliner Irrevocable Trust		Board of Directors
2	Kopral	Andrew	Other Principal Officer
3	Resch	Michael	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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[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 251170

Bid/RFP #: 16-0012

**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

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Cheryl Brennan	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> Andale Management Group, Inc.	<b>TELEPHONE NUMBER</b> 415-243-8700
<b>STREET ADDRESS (including City, State and Zip Code)</b> 845 Market Street, Suite F-E7, San Francisco, CA 94103	<b>EMAIL</b> paj@andalemanagementgroup.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0012	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$677,275		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Valencia St. Station - 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**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Alvarez	Pedro, Sr.	CEO
2	Sanchez	Luis	CFO
3	Alvarez	Pedro, Jr.	COO
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<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 #: 251170

Bid/RFP #: 16-0015

**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 Brennan	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> Asian Box Palo Alto, LLC	<b>TELEPHONE NUMBER</b> 650-800-7403
<b>STREET ADDRESS (including City, State and Zip Code)</b> 5448 Thornwood Dr. #101, San Jose CA 95123	<b>EMAIL</b> cimerson@asianbox.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0015	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$242,274		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Asian Box - 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	Imerson	Chuck	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**

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 #: 251170

Bid/RFP #:

**Notification of Contract Approval**

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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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Bayport Concessions, LLC	<b>TELEPHONE NUMBER</b> 650-348-0556
<b>STREET ADDRESS (including City, State and Zip Code)</b> 533 Airport Blvd, #523, Burlingame, CA 94010	<b>EMAIL</b> jp@wsegroupinc.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$69,250		
<b>NATURE OF THE CONTRACT (Please describe)</b> Domestic Terminal Food and Beverage Lease #03-0183 awarded to Bayport Concessions, LLC for one facility located post-security in the Hub of Terminal 3, Boarding Area F operating as Koi Palace.		

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	Placencia	Jose	Other Principal Officer
2	Romero	Miguel	Other Principal Officer
3	Wilczoch	Bianca	Other Principal Officer
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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 #: 251170

Bid/RFP #:

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
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<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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	Cheryl.Nashir@flysfo.com



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Bayport Concessions, LLC	<b>TELEPHONE NUMBER</b> 650-642-8967
<b>STREET ADDRESS (including City, State and Zip Code)</b> 533 Airport Blvd, #523, Burlingame, CA 94010	<b>EMAIL</b> bianca@wsegroupinc.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$231,806		
<b>NATURE OF THE CONTRACT (Please describe)</b> International Terminal Food and Beverage Concession Lease 11, Lease #16-0021, awarded to Bayport Concessions, LLC for one facility located pre-security in the International Terminal, Boarding Area G Food Court operating as Koi Palace Express		

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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1	Wilczoch	Bianca	Other Principal Officer
2	Placencia	Jose	Other Principal Officer
3	Romero	Miguel	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.

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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 #: 251170

Bid/RFP #: 17-0254

**Notification of Contract Approval**

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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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Black Point Coffee SFO, LLC	<b>TELEPHONE NUMBER</b> 305-871-0559
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1200 NW 78th Ave, Suite 400 Miami, FL 33126	<b>EMAIL</b> amaro@mca-airports.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 17-0254	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$227,688		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Black Point Cafe, 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	Amaro Jr.	Pedro	CEO
2	Cardona	Guillermo	CFO
3	Alberni	William	COO
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Received On:

File #: 251170

Bid/RFP #:

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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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	cheryl.nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Bun Mee, LLC	<b>TELEPHONE NUMBER</b> 206-334-2852
<b>STREET ADDRESS (including City, State and Zip Code)</b> 3330 Steiner Street, San Francisco, CA 94123	<b>EMAIL</b> Denise@bunmee.co

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$484,518		
<b>NATURE OF THE CONTRACT (Please describe)</b> Harvey Milk Terminal 1 Food and Beverage Concession Lease 1, Lease #18-0209, awarded to Bun Mee, LLC for one facility located post-security in Terminal 1, Boarding Area B, operating as Bun Mee		

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**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Tran	Denise	Other Principal Officer
2	Whittaker	Austin	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 #: 251170

Bid/RFP #:

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	cheryl.nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Bun Mee, LLC	<b>TELEPHONE NUMBER</b> 206-334-2852
<b>STREET ADDRESS (including City, State and Zip Code)</b> 3330 Steiner Street, San Francisco, CA 94123	<b>EMAIL</b> denise@bunmee.co

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$231,806		
<b>NATURE OF THE CONTRACT (Please describe)</b> Terminal 3 Boarding Area F Food and Beverage Concession Lease 5, Lease #16-0313, awarded to Bun Mee, LLC for one facility located post-security in the Terminal 3 Hub operating as Bun Mee		

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



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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Tran	Denise	Other Principal Officer
2	Whittaker	Austin	Other Principal Officer
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Received On:

File #: 251170

Bid/RFP #: 19-0247

**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	
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Original	
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2. CITY ELECTIVE OFFICE OR BOARD	
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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 Brennan	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> Elevate Gourmet Brands - SC Group	<b>TELEPHONE NUMBER</b> 415-515-2303
<b>STREET ADDRESS (including City, State and Zip Code)</b> 4304 Redwood Highway, Suite 200 San Rafael CA 94903	<b>EMAIL</b> brian@elevategourmetbrands.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 19-0247	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$227,447		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Pronto! Terminal 3, 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	Laliberte	Brian	CEO
2	Stewart	Apryl	Other Principal Officer
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**10. VERIFICATION**

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Received On:

File #: 251170

Bid/RFP #: 14-0046

**Notification of Contract Approval**

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 A Public Document

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1. FILING INFORMATION	
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Board of Supervisors	Members

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<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	cheryl.nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Elevate Gourmet Brands - SFO Group	<b>TELEPHONE NUMBER</b> 415-515-2303
<b>STREET ADDRESS (including City, State and Zip Code)</b> 4304 Redwood Highway, Suite 200 San Rafael CA 94903	<b>EMAIL</b> brian@elevategourmetbrands.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 14-0046	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$100,521		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Pronto! - Terminal 1, pre-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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1	Laliberte	Brian	CEO
2	Glenn	Ebon	Other Principal Officer
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Received On:

File #: 251170

Bid/RFP #: 18-0346

**Notification of Contract Approval**

SFEC Form 126(f)4  
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 A Public Document

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1. FILING INFORMATION	
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<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 Brennan	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> Elevate Gourmet Brands - SFO Group	<b>TELEPHONE NUMBER</b> 415-515-2303
<b>STREET ADDRESS (including City, State and Zip Code)</b> 4304 Redwood Highway, Suite 200 San Rafael CA 94903	<b>EMAIL</b> brian@elevategourmetbrands.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0346	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$185,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Green Beans - Terminal 3, Boarding Area F, 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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Received On:

File #: 251170

Bid/RFP #: 03-0184

**Notification of Contract Approval**

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<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
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5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Elevate Gourmet Brands Inc.	<b>TELEPHONE NUMBER</b> 415-515-2303
<b>STREET ADDRESS (including City, State and Zip Code)</b> 4304 Redwood Highway, Suite 200 San Rafael CA 94903	<b>EMAIL</b> brian@elevategourmetbrands.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 03-0184	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$59,532		
<b>NATURE OF THE CONTRACT (Please describe)</b>  One (1) Location:  Pronto! - Terminal 3 East, Boarding Area E, Post-Security		

7. COMMENTS

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

**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	Laliberte	Brian	CEO
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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 #: 251170

Bid/RFP #:

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	cheryl.nashir@flysfo.com



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Elevated Tastes SFO, INC.	<b>TELEPHONE NUMBER</b> 415-860-5447
<b>STREET ADDRESS (including City, State and Zip Code)</b> 223 Lawrence Avenue, San Francisco, CA 94080	<b>EMAIL</b> ringowongsfo@gmail.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$245,805		
<b>NATURE OF THE CONTRACT (Please describe)</b> International Terminal Food and Beverage Concession Lease 5, Lease #16-0016, awarded to Elevated Tastes SFO, Inc., for one facility located post-security in the International Terminal, Boarding Area G, operating as Tomokazu		

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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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	So	Francis	Other Principal Officer
2	Wong	Ringo	Other Principal Officer
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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 #: 251170

Bid/RFP #: 16-0311

**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 Brennan	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> Gate 74, Inc.	<b>TELEPHONE NUMBER</b> 650-755-8889
<b>STREET ADDRESS (including City, State and Zip Code)</b> 318 Westlake Center, Ste #274, Daly City, CA 94015	<b>EMAIL</b> jaechung1111@yahoo.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0311	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$263,295		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Proposition Chicken - Terminal 3, Boarding Area F, 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	Chung	Jae	CEO
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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 #: 251170

Bid/RFP #: 16-0314

**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 Brennan	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> Gate 74, Inc.	<b>TELEPHONE NUMBER</b> 650-755-8889
<b>STREET ADDRESS (including City, State and Zip Code)</b> 318 Westlake Center, Ste #274, Daly City, CA 94015	<b>EMAIL</b> jaechung1111@yahoo.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0314	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$93,294		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Sushirrito Express - Terminal 3, Boarding Area F, 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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**9. AFFILIATES AND SUBCONTRACTORS**

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Received On:

File #: 251170

Bid/RFP #: 03-0189

**Notification of Contract Approval**

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1. FILING INFORMATION	
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Board of Supervisors	Members

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

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<b>STREET ADDRESS (including City, State and Zip Code)</b> 318 Westlake Center, Ste #274, Daly City, CA 94015	<b>EMAIL</b> jaechung1111@yahoo.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 03-0189	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$75,395		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Burger King - Terminal 3, Boarding Area F, 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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[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 251170

Bid/RFP #: 10-0030

**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 Brennan	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> Gotham Enterprises, LLC	<b>TELEPHONE NUMBER</b> 415-243-8695
<b>STREET ADDRESS (including City, State and Zip Code)</b> 133 Stillman Street, San Francisco, CA 94107	<b>EMAIL</b> gmeyers@highflyingfoods.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 10-0030	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$108,699		
<b>NATURE OF THE CONTRACT (Please describe)</b> Two (2) locations: Peet's Coffee - 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	Meyers	Glenn	CEO
2	Meyers	Garrett	Other Principal Officer
3	Meyer	Gerald	Other Principal Officer
4	Limited Partner		Shareholder
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**9. AFFILIATES AND SUBCONTRACTORS**

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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  
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Received On:

File #: 251170

Bid/RFP #: 03-0193

**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 Brennan	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> Gotham Enterprises, LLC	<b>TELEPHONE NUMBER</b> 415-243-8695
<b>STREET ADDRESS (including City, State and Zip Code)</b> 133 Stillman Street, San Francisco, CA 94107	<b>EMAIL</b> gmeyers@highflyingfoods.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 03-0193	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$66,072		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Peet's Coffee - Terminal 3, Boarding Area F, 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	Meyers	Glenn	CEO
2	Meyers	Garrett	Other Principal Officer
3	Meyers	Gerald	Other Principal Officer
4	Limited Partner		Shareholder
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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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<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 #: 251170

Bid/RFP #: 03-0191

**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 Brennan	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> Guava & Java (SFO), Inc.	<b>TELEPHONE NUMBER</b> 305-871-0559
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1200 NW 78th Avenue, Suite 400 Miami, FL 33126	<b>EMAIL</b> amaro@mca-airports.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 03-0191	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$131,586		
<b>NATURE OF THE CONTRACT (Please describe)</b> Two (2) locations: Dogpatch Bakehouse, Terminal 1, Boarding Area C, post-security Dogpatch Bakehouse, 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
<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	Amaro Jr.	Pedro	CEO
2	Cardona	Guillermo	CFO
3	Alberni	William	COO
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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**

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

Received On:

File #: 251170

Bid/RFP #: 23-0197

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Guava and Java SFO Inc.	<b>TELEPHONE NUMBER</b> 305-871-0559
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1200 NW 78th Avenue, Suite 400 Miami, FL 33126	<b>EMAIL</b> Cheryl.Nashir@flsfo.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 23-0197	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$420,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Two (2) locations: Black Point Cafe, Terminal 2, pre-security La Colombe Coffee Roasters, Terminal 2, Boarding Area D, post-security		

7. COMMENTS

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

**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	Amaro Jr.	Pedro	CEO
2	Cardona	Guillermo	CFO
3	Alberni	William	COO
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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**

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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 #: 251170

Bid/RFP #: 20-0044

**Notification of Contract Approval**

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
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<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 Brennan	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> Heigh Connects, LLC	<b>TELEPHONE NUMBER</b> 206-334-3976
<b>STREET ADDRESS (including City, State and Zip Code)</b> 7633 S. 126th Street PO Box 7862 Seattle WA 98178	<b>EMAIL</b> max@samschoypoke.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 20-0044	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$360,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Sam Choy's Poke to the Max, Terminal 1, 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	Heigh	Max	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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<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**

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 #: 251170

Bid/RFP #: 16-0316

**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 Brennan	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> HFF-BRH-SFO, LLC	<b>TELEPHONE NUMBER</b> 415-243-8908
<b>STREET ADDRESS (including City, State and Zip Code)</b> 123 Second Street, Sausalito, CA 94965	<b>EMAIL</b> gmeyers@highflyingfoods.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0316	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$919,028		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Farmerbrown - Terminal 1, Boarding Area C, 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**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Meyers	Glenn	CEO
2	Westlye	Kevin	COO
3	Meyers	Garrett	Other Principal Officer
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Received On:

File #: 251170

Bid/RFP #: 16-0013

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> High Flying Foods SFO, LLC	<b>TELEPHONE NUMBER</b> 415-243-8695
<b>STREET ADDRESS (including City, State and Zip Code)</b> 123 Second Street, Sausalito, CA 94965	<b>EMAIL</b> gmeyers@highflyingfoods.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0013	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$435,986		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Gott's Roadside - 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	Meyers	Glenn	CEO
2	Meyers	Garrett	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**

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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 #: 251170

Bid/RFP #: 16-0023

**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 Brennan	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> Host International, Inc.	<b>TELEPHONE NUMBER</b> 240-694-4215
<b>STREET ADDRESS (including City, State and Zip Code)</b> 6905 Rockledge Drive, Bethesda, Maryland 20817	<b>EMAIL</b> Bryan.Loden@hmshost.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0023	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$105,391		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Starbucks - International Terminal, Arrivals, Pre-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	HMSHost Corporation		Shareholder
2	Johnson	Steven	CEO
3	Rossinyol	Xavier	CEO
4	Gerster	Yves	CFO
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Received On:

File #: 251170

Bid/RFP #: 24-0270

**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 Brennan	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> IOC Design and Consulting, LLC	<b>TELEPHONE NUMBER</b> 909-973-8862
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1847 Via Entrada, Rowland Heights, CA 91748	<b>EMAIL</b> iva@iocdc.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 24-0270	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$30,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Panda Express - International Terminal, food court A, pre-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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Received On:

File #: 251170

Bid/RFP #: 16-0018

**Notification of Contract Approval**

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Board of Supervisors	Members

3. FILER'S CONTACT	
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<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Joe & the Juice New York, LLC	<b>TELEPHONE NUMBER</b> 845-742-4505
<b>STREET ADDRESS (including City, State and Zip Code)</b> 110 Greene Street, Suite 702, New York, NY 10012	<b>EMAIL</b> aragon@joejuice.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0018	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$224,944		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Joe & The Juice - 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	Nørøxe	Thomas	CEO
2	Lynch	Robert	COO
3	Dipo-Zimmermann	Andreas Peter	Other Principal Officer
4	Halbye	Valdemar	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**

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 #: 251170

Bid/RFP #: 18-0215

**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 Brennan	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> Lady Luck Gourmet, LLC	<b>TELEPHONE NUMBER</b> 909-973-8862
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2268 Westborough Blvd., Ste. 306, SSF, CA 94080	<b>EMAIL</b> iva@ladyluckgourmet.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0215	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$305,079		
<b>NATURE OF THE CONTRACT (Please describe)</b> Mama Go's Filipino Cuisine - 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	Go	Marina	Other Principal Officer
2	Yuzon	Cherimel	Other Principal Officer
3	Chiu	Michelle	Other Principal Officer
4	Go	Ethel	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 #: 251170

Bid/RFP #: 18-0213

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
Air Air Commission	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Paradies Lagardere	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Road, 4th Fl, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0213	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$411,508		
<b>NATURE OF THE CONTRACT (Please describe)</b> Starbird - Located in 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
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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	Paradies	Gregg	CEO
2	Jamison	John	Other Principal Officer
3	Bisset	David	Other Principal Officer
4	Greene	Jill	Other Principal Officer
5	Mishra	Subodh	Other Principal Officer
6	Suttle	Karen	Other Principal Officer
7	Bonham	Aaron	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.

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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 #: 251170

Bid/RFP #: 03-0192

**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	
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<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfo.com



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Rd., 4th Fl, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 03-0192	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Minimum Annual Guarantee - \$178,582		
<b>NATURE OF THE CONTRACT (Please describe)</b> Klein's Deli: Terminal 1, Boarding Area B, Post Security Terminal 3, Boarding Area E, Post Security		

7. COMMENTS

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

**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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3	Bisset	David	Other Principal Officer
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6	Suttle	Karen	Other Principal Officer
7	Bonham	Aaron	Other Principal Officer
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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.		

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Received On:

File #: 251170

Bid/RFP #: 16-0014

**Notification of Contract Approval**

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 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
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1. FILING INFORMATION	
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2. CITY ELECTIVE OFFICE OR BOARD	
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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

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Cheryl Brennan	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> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Road, 4th Fl, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0014	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$1,299,874		
<b>NATURE OF THE CONTRACT (Please describe)</b> Two locations, International Terminal, Boarding Area G, Post Security Napa Farms Market Mustards Bar & Grill		

7. COMMENTS

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

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6	Suttle	Karen	Other Principal Officer
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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**

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 #: 251170

Bid/RFP #: 10-0029

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Road, 4th Fl, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 10-0029	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$442,506		
<b>NATURE OF THE CONTRACT (Please describe)</b> Two (2) locations in Terminal 2, Boarding Area D, Post Security: 1. Napa Farms Market 2. Vino Volo		

7. COMMENTS

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

**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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3	Bisset	David	Other Principal Officer
4	Greene	Jill	Other Principal Officer
5	Mishra	Sobodh	Other Principal Officer
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Received On:

File #: 251170

Bid/RFP #: 23-0235

**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 Brennan	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> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Road, 4th Fl, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 23-0235	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$550,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Perry's - 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.

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3	Bisset	David	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 #: 251170

Bid/RFP #: 23-0234

**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 Brennan	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> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Road, 4th fl, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 23-0234	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$1,250,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> SF Eats Food Hall, Terminal 1, Boarding Area B, pos-security The following restaurant brands are operating at SF Eats Food Hall: Equator Coffee Kitava Kitchen Kona's by Pacific Cocktail Haven Napa Farms Market Tony's Pizza Napoletana		

7. COMMENTS

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

**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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Received On:

File #: 251170

Bid/RFP #: 10-0036

**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	
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2. CITY ELECTIVE OFFICE OR BOARD	
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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

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Cheryl Brennan	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> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Road, 4th Floor, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 10-0036	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$80,262		
<b>NATURE OF THE CONTRACT (Please describe)</b> The Plant Organic Cafe/Pinkberry - 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
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Received On:

File #: 251170

Bid/RFP #: 10-0031

**Notification of Contract Approval**

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AIR San Francisco International Airport	cheryl.nashir@flysfo.com

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<b>NAME OF CONTRACTOR</b> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Rd., 4th Floor, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 10-0031	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$174,965		
<b>NATURE OF THE CONTRACT (Please describe)</b> Cat Cora Lounge - 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	Paradies	Greg	CEO
2	Jamison	John	Other Principal Officer
3	Bisset	David	Other Principal Officer
4	Greene	Jil	Other Principal Officer
5	Mishra	Subodh	Other Principal Officer
6	Suttle	Karen	Other Principal Officer
7	Bonham	Aaron	Other Principal Officer
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**9. AFFILIATES AND SUBCONTRACTORS**

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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**

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 #: 251170

Bid/RFP #: 16-0315

**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 Brennan	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> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Rd., 4th Floor, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0315	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$952,506		
<b>NATURE OF THE CONTRACT (Please describe)</b> SF Giants Club House - Terminal 3, Boarding Area F, 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	Paradies	Gregg	CEO
2	Jamison	John	Other Principal Officer
3	Bisset	David	Other Principal Officer
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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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[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 251170

Bid/RFP #: 10-0032

**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 Brennan	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> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Rd., 4th Floor, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 10-0032	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$350,639		
<b>NATURE OF THE CONTRACT (Please describe)</b> Lark Creek Grill- 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	Paradies	Gregg	CEO
2	Jamison	John	Other Principal Officer
3	Bisset	David	Other Principal Officer
4	Greene	Jil	Other Principal Officer
5	Mishra	Subodh	Other Principal Officer
6	Suttle	Karen	Other Principal Officer
7	Bonham	Aaron	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**

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

Received On:

File #: 251170

Bid/RFP #: 18-0212

**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 Brennan	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> Paradies Lagardere Travel Retail	<b>TELEPHONE NUMBER</b> 404-344-7905
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2849 Paces Ferry Road, 4th Fl, Atlanta, GA 30339	<b>EMAIL</b> gregg.paradies@paradies-na.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0212	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$796,468		
<b>NATURE OF THE CONTRACT (Please describe)</b> Bourbon Pub - Terminal 1, Boarding Area B, Post Security		

7. COMMENTS

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

**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	Paradies	Gregg	CEO
2	Jamison	John	Other Principal Officer
3	Bisset	David	Other Principal Officer
4	Greene	Jill	Other Principal Officer
5	Mishra	Subodh	Other Principal Officer
6	Suttle	Karen	Other Principal Officer
7	Bonham	Aaron	Other Principal Officer
8	Mungai	Njambi	Shareholder
9	Ginsberg	Rilla	Shareholder
10	Johnson	Derreck	Shareholder
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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>
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Received On:

File #: 251170

Bid/RFP #: 19-0244

**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 Brennan	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> Park Cafe Group, Inc.	<b>TELEPHONE NUMBER</b> 415-786-5363
<b>STREET ADDRESS (including City, State and Zip Code)</b> 500 Precita Avenue, San Francisco, CA 94110	<b>EMAIL</b> doloresparkcafe@yahoo.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 19-0244	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$329,849		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Dolores Park Café - Terminal 1, Boarding Area C, 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	Herbert	Rachel	CEO
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**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>
---	---------------------------



**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 #: 251170

Bid/RFP #: 19-0054

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Rylo Management, LLC	<b>TELEPHONE NUMBER</b> 415-913-0367
<b>STREET ADDRESS (including City, State and Zip Code)</b> 12 Blackstone Lane San Rafael, CA 94010	<b>EMAIL</b> Cheryl.Nashir@flysfo.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 19-0054	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$303,471		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Farley's Community Cafe - Terminal 3, Boarding Area F, 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	Graziano	Gina	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**

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Received On:

File #: 251170

Bid/RFP #:

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1. FILING INFORMATION	
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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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> San Francisco Soup Company	<b>TELEPHONE NUMBER</b> 415-867-9434
<b>STREET ADDRESS (including City, State and Zip Code)</b> 451 6th Street, San Francisco, CA 94104	<b>EMAIL</b> steve@sfsoupco.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$355,571		
<b>NATURE OF THE CONTRACT (Please describe)</b> Terminal 3 Boarding Area F Food and Beverage Concession Lease 1, Lease #16-0309, awarded to San Francisco Soup Company for one facility located in the Terminal 3 Hub operating as Ladle and Leaf		

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	Sarver	Steven	Other Principal Officer
2	Chan	Clayton	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.**

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Received On:

File #: 251170

Bid/RFP #:

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1. FILING INFORMATION	
<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
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<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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Sankaku, Inc	<b>TELEPHONE NUMBER</b> 415-310-7711
<b>STREET ADDRESS (including City, State and Zip Code)</b> 36 Willow Lane, Sausalito, CA 94965	<b>EMAIL</b> hiro@sankakuusa.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$80,705		
<b>NATURE OF THE CONTRACT (Please describe)</b> Terminal 2 Quick Serve Lease #10-0033 awarded to Sankaku, Inc. for one facility located post-security in Terminal 2, Boarding Area D, operating as Wakaba		

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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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Hattori	Kiroyuki	Other Principal Officer
2	Hattori	Mieko	Other Principal Officer
3	Hattori	Kimiko	Other Principal Officer
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Received On:

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<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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	cheryl.nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Sankaku, Inc.	<b>TELEPHONE NUMBER</b> 415-310-7711
<b>STREET ADDRESS (including City, State and Zip Code)</b> 36 Willow Lane, Sausalito, CA 94965	<b>EMAIL</b> hiro@sankakuusa.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$72,600		
<b>NATURE OF THE CONTRACT (Please describe)</b> Domestic Terminal Food and Beverage Program Lease #03-0180 awarded to Sankaku, Inc. for one facility located post-security in the Terminal 3, Boarding Area E, operating as Sankaku		

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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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Hattori	Hiroyuki	Other Principal Officer
2	Hattori	Mieko	Other Principal Officer
3	Hattori	Kimiko	Other Principal Officer
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Board of Supervisors	Members

3. FILER'S CONTACT	
<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
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Cheryl Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> SF Foodways, LLC	<b>TELEPHONE NUMBER</b> 650-642-8967
<b>STREET ADDRESS (including City, State and Zip Code)</b> 533 Airport Blvd, #523, Burlingame, CA 94010	<b>EMAIL</b> bianca@wsegroupinc.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$284,930		
<b>NATURE OF THE CONTRACT (Please describe)</b> International Terminal Food and Beverage Concessions Lease 12, Lease #16-0022 awarded to SF Foodways, LLC for two facilities located pre-security in the International Terminal, Boarding Area G food court operating as Potrero Grill and Tapas & Taps		

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	Wilczoch	Bianca	Other Principal Officer
2	Placencia	Jose	Other Principal Officer
3	Romero	Miguel	Other Principal Officer
4	Light	Adam	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**

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 #: 251170

Bid/RFP #:

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR San Francisco International Airport	Cheryl.Nashir@flysfo.com



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> SF Foodways, LLC	<b>TELEPHONE NUMBER</b> 650-642-8967
<b>STREET ADDRESS (including City, State and Zip Code)</b> 533 Airport Blvd, #523, Burlingame, CA 94010	<b>EMAIL</b> bianca@wsegroupinc.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$782,204		
<b>NATURE OF THE CONTRACT (Please describe)</b> Harvey Milk Terminal 1 Food and Beverage Concession Lease 9, Lease #18-0216 awarded to SF Foodways, LLC for one facility located post-security in Terminal 1, Boarding Area B operating as Flyaway by Drake's Brewing Co.		

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

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Received On:

File #: 251170

Bid/RFP #: 12-0089

**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 Brennan	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> SF Uncork'd, LLC	<b>TELEPHONE NUMBER</b> 415-850-1005
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1977 O'Farrell St., San Mateo, CA 94403	<b>EMAIL</b> RILLAG1@EARTHLINK.NET

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 12-0089	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$88,599		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: SF Uncork'd - Terminal 3, Boarding Area F, 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**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Ginsberg	Rilla	CEO
2	Ginsberg	Warren	CFO
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**10. VERIFICATION**

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Received On:

File #: 251170

Bid/RFP #: 18-0214

**Notification of Contract Approval**

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 A Public Document

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1. FILING INFORMATION	
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Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

2. CITY ELECTIVE OFFICE OR BOARD	
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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

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<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Cheryl Brennan	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> Soaring Food Group, LLC	<b>TELEPHONE NUMBER</b> 510-710-1914
<b>STREET ADDRESS (including City, State and Zip Code)</b> 833 Oxford Street Berkeley CA 94707	<b>EMAIL</b> jcook@soaringfood.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0214	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$481,972		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Illy's Caffè, Terminal 1, 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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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Cook	Joseph	Other Principal Officer
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Received On:

File #: 251170

Bid/RFP #: 17-0238

**Notification of Contract Approval**

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 A Public Document

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1. FILING INFORMATION	
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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 Brennan	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> SSP America, Inc.	<b>TELEPHONE NUMBER</b> 703-723-8725
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20408 Bashan Drive, Suite 300 Ashburn, VA 20147	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 17-0238	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$576,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> Two (2) Locations:  The Market - CAC Building, 674 Westfield Road Manufactory Food Hall - International Terminal, Boarding Area A, Post-Security Incomplete - Pending Signature		

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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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Mboya	George	CEO
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Received On:

File #: 251170

Bid/RFP #: 18-0074

**Notification of Contract Approval**

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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 Brennan	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> SSP America, Inc.	<b>TELEPHONE NUMBER</b> 703-723-8725
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20408 Bashan Drive, Suite 300 Ashburn, VA 20147	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0074	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$145,666		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Sweet Maple - 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	Mboya	George	CEO
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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 #: 251170

Bid/RFP #: 18-0210

**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 Brennan	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> SSP America, Inc.	<b>TELEPHONE NUMBER</b> 703-723-8725
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20408 Bashan Drive, Suite 300 Ashburn, VA 20147	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 18-0210	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$426,477		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: The Little Chihuahua - 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.

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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>
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**San Francisco Ethics Commission**

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

Received On:

File #: 251170

Bid/RFP #: 03-0200

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> SSP America, Inc.	<b>TELEPHONE NUMBER</b> 703-723-8725
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20408 Bashan Drive, Suite 300 Ashburn, VA 20147	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 03-0200	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$272,523		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Union Street Gastropub - Terminal 3 East, 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.

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1	Mboya	George	CEO
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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**

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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 #: 251170

Bid/RFP #: 16-0024

**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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> SSP America, Inc.	<b>TELEPHONE NUMBER</b> 703-723-8725
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20408 Bashan Drive, Suite 300 Ashburn, VA 20147	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0024	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$134,998		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Wendy's - International Terminal Main Hall, Food Court A, Pre-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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**9. AFFILIATES AND SUBCONTRACTORS**

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Received On:

File #: 251170

Bid/RFP #: 16-0017

**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>
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<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>
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4. CONTRACTING DEPARTMENT CONTACT	
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<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfo.com



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> SSP America, Inc.	<b>TELEPHONE NUMBER</b> 303-809-6461
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20408 Bashan Drive, Suite 300 Ashburn, VA 20147	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0017	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$325,855		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: 1300 on Fillmore - 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

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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**

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 #: 251170

Bid/RFP #: 16-0020

**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 Brennan	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> SSP America SFO, LLC	<b>TELEPHONE NUMBER</b> 914-708-9077
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20408 Bashan Drive, Suite 300 Ashburn, VA 20147	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0020	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2026 Minimum Annual Guarantee - \$79,246		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) Location: Roasting Plant - International Terminal Main Hall, Pre-Security		

7. COMMENTS
Empty space for comments

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

**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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Received On:

File #: 251170

Bid/RFP #: 03-0187

**Notification of Contract Approval**

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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 Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Airport Commission	Cheryl.Nashir@flysfso.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Urban Tortilla, Inc	<b>TELEPHONE NUMBER</b> 415-990-0160
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2169 Harbor Bay Parkway, Alameda, CA 94502	<b>EMAIL</b> jonathan.leong9@gmail.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 03-0187	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$61,864		
<b>NATURE OF THE CONTRACT (Please describe)</b> One (1) location: Urban Tortilla - 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
<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.

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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>
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**San Francisco Ethics Commission**

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Received On:

File #: 251170

Bid/RFP #: 12-0085

**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 Brennan	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> World Duty Free Group North America, LLC	<b>TELEPHONE NUMBER</b> 201-957-3937
<b>STREET ADDRESS (including City, State and Zip Code)</b> One Meadowlands Plaza 11th Fl East Rutherford NJ 07073	<b>EMAIL</b> imessina@hudsongroup.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 12-0085	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee - \$237,646		
<b>NATURE OF THE CONTRACT (Please describe)</b>  One (1) Location:  Green Beans - International Terminal, Pre-security		

7. COMMENTS

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



**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**

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<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 #: 251170

Bid/RFP #: 16-0310

**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	
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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

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Cheryl Brennan	650-821-4500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
AIR                      Air Commission	Cheryl.Nashir@flysfo.com

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Silver Dragon Cafe, LLC	<b>TELEPHONE NUMBER</b> 510-654-8899
<b>STREET ADDRESS (including City, State and Zip Code)</b> 400 Montgomery St. Suite 910, SF CA 94104	<b>EMAIL</b> lilly@silverdragoncafe.com

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 16-0310	<b>FILE NUMBER (If applicable)</b> 251170
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> 2025 Minimum Annual Guarantee \$355,571		
<b>NATURE OF THE CONTRACT (Please describe)</b> Bacon Bacon - Terminal 3, Boarding Area F, 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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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Mar	Lilly	Other Principal Officer
2	Hom	Albert	Shareholder
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<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 12, 2025

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 Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage 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 Airport Food & Beverage Minimum Annual Guarantee and Pre-Security Percentage Rent Reduction Program for 67 leases at San Francisco International Airport.

The following is a list of accompanying documents:

- Board of Supervisors Resolution;
- Approved Airport Commission Resolution No. 25-0130;
- Memorandum accompanying Airport Commission Resolution No. 25-0130; and,
- SFEC-126(f)4 (Board of Supervisors) for all amendments
- All original Leases,
- All the Existing Amendments for each lease,
- Copy of Amendment, regarding Food & Beverage Minimum Annual Guarantee and
- Pre-Security Percentage Rent Reduction Program (Tenants' signed)

The following person may be contacted regarding this matter:

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

Sincerely,

*Kantrice Ogletree /s/*

Kantrice Ogletree  
Director, Commission Affairs

Enclosures

cc: Cheryl Brennan, Revenue Development and Management  
Cathy Widener, Governmental Affairs