

**AMENDMENT NO. 4 TO
TERMINAL 2 NEWSSTANDS, COFFEE AND SPECIALTY STORE
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 4 TO TERMINAL 2 NEWSSTANDS, COFFEE AND SPECIALTY STORE LEASE NO. 10-0232 AT THE SAN FRANCISCO INTERNATIONAL AIRPORT (this “**Amendment**”), dated as of _____ (the “**Effective Date**”), is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its AIRPORT COMMISSION, as landlord (“**City**”), and WORLD DUTY FREE GROUP NORTH AMERICA, LLP., a Delaware limited liability partnership (“**Tenant**”).

RECITALS

A. On July 6, 2010, by Resolution No. 10-0232, the Airport Commission (the “**Commission**”) awarded Lease No. 10-0232 (as amended, the “**Lease**”) to Host International, Inc. (“**Initial Tenant**”) pursuant to which Tenant currently operates numerous retail facilities (“**Starbucks**, **M. Fredric**, **Kiehl’s**, **Sunset News**, and **SF News Express**”) in Terminal 2, Boarding Area D (the “**Premises**”) for an initial term of 10 years (the “**Term**”). On November 20, 2012, by Resolution No. 12-0263A, the Commission approved the assignment of the Lease from Initial Tenant to Tenant.

B. On October 6, 2020, by Resolution No. 20-0180, the Commission adopted the COVID-19 Emergency Rent Relief Program for Airport Concessions Tenants, which was memorialized in Amendment No. 2 to the Lease.

C. On December 15, 2020, by Resolution No. 20-0252, the Commission approved Amendment No. 3 to the Lease, extending the term of the Lease to June 30, 2023, in an effort to preserve customer service and maintain revenue from concessions in Terminal 2 in response to the COVID-19 pandemic.

The coffee café space portion of the Premises operated as a Starbucks closed in March 2020 due to the severe decline in enplanements and concession traffic caused by the onset of the COVID-19 pandemic. The sublease specific to the coffee café space expired on April 30, 2021, without Starbucks ever reopening. City and Tenant now desire to modify the Lease to remove the former Starbucks location from the Premises.

D. All capitalized terms not otherwise defined herein shall have the same meaning given to them 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 amend the Lease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Removal of Premises.** Upon and after the Effective Date, upon a date specified by the City in written notice to Tenant, Tenant will surrender possession of the portion of the Demised Premises designated as T2.2.197 containing approximately 865 square feet located in Terminal 2 (the “**Removed**”).

Premises”), formerly operated as a Starbucks (the “**Surrender Date**”). In connection with the surrender, Tenant shall comply with all terms and conditions of the Lease required in connection with a surrender of the Demised Premises (as applicable to the Removed Premises only), including, without limitation, Article 16 of the Lease. Upon the Surrender Date and Tenant’s satisfaction of the foregoing surrender obligations, the Removed Premises shall no longer be part of the Demised Premises under the Lease.

3. **Adjustment of Minimum Annual Guarantee (“MAG”)**. Effective as of the Surrender Date, MAG will be reduced proportionately to \$1,243,738 to reflect the reduction in the Demised Premises

4. **Entire Agreement**. This Amendment 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.

5. **Miscellaneous**. This Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Amendment is made for the purpose of setting forth certain rights and obligations of Tenant and City, and no other person shall have any rights hereunder or by reason hereof as a third party beneficiary of otherwise. Each party hereto shall execute, acknowledge and deliver to each other party all documents, and shall take all actions, reasonably requested by such other party from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Amendment. This Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Amendment. This Amendment shall be governed by the laws of the State of California. Neither this Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

6. **Full Force and Effect**. Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect.

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

TENANT: World Duty Free North America, LLP,
A Delaware limited liability partnership

DocuSigned by:
By: Courtney Thornton
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Name: Courtney Thornton

Title: Executive Vice President, Corporate Strategy
& Business Development

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

Ivar C. Satero
Airport Director

AUTHORIZED BY AIRPORT
COMMISSION

Resolution:

Adopted:

Attest: _____
Secretary Airport Commission

APPROVED AS TO FORM:
DAVID CHIU,
City Attorney

By: _____
Deputy City Attorney