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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 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 January 13, 2026, by Resolution No. 18-26 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

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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.

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(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:

Lady Luck Gourmet, LLC, a California limited liability company

By: Signed by: Iva Chen 2A6FFAE9B49748A...

Name: Iva Chen

Title: Director of Business Development

CITY:

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

By: DocuSigned by: Mike Nakornkhet F7216F51AF8F4BE...

Name: Mike Nakornkhet

Title: Airport Director

Effective Date (to be inserted by City only): 2/7/2026

APPROVED AS TO FORM:
DAVID CHIU,
City Attorney

By: DocuSigned by: Chris Stuart 6261DE41DFD7436...

Christopher W. Stuart
Deputy City Attorney