

TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement (this “**Termination**”) dated as of _____, 2015 (the “**Effective Date**”) is entered into by and between Buth-Na-Bodhaige, Inc. dba The Body Shop, a Delaware corporation (“**Tenant**”), and the City and County of San Francisco, a municipal corporation (“**City**”), acting by and through its Airport Commission (the “**Commission**”), with reference to the following facts:

A. City and Tenant’s predecessor-in-interest, Harmony Health and Beauty, Inc., are parties to that certain Boarding Area “F” Pharmacy, Health, and Beauty Store Lease No. 08-0133, effective November 17, 2008, as amended by that certain Amendment No. 1 to Lease, effective January 18, 2011 (collectively, the “**Lease**”) for Space No. F.2.012 at San Francisco International Airport.

B. Harmony Health and Beauty, Inc. assigned its interest in the Lease to Tenant and Tenant assumed the obligations of Harmony Health and Beauty, Inc. under the Lease pursuant to that certain Assignment of Lease, which Assignment was consented to by City pursuant to Airport Commission Resolution No. 13-0126.

C. The Commission exercised its option to extend the term of the Lease pursuant to Airport Commission Resolution No. 13-0126, which made April 7, 2016 the expiration date of the Lease.

D. Tenant has expressed a desire to terminate the Lease prior to April 7, 2016 and City is agreeable to such early termination provided that Tenant pay an early termination fee and comply with such other terms and conditions as set forth in this Termination.

E. Capitalized words and phrases used herein shall have the meaning ascribed to such terms in the Lease, except as otherwise provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Lease Termination.** The Lease shall terminate as of March 31, 2015 (the “**Termination Date**”) with the same force and effect as if the term of the Lease was originally set to expire on the Termination Date. As of the Termination Date, Tenant shall quit the Premises and shall surrender and return the Premises to City in the condition required under the Lease, including but not limited to Section 16 [Surrender]. Tenant acknowledges that from and after the Termination Date, Tenant has no rights of possession to the Premises and no rights of any kind with respect to the Premises, whether under the Lease or otherwise; provided, however, Tenant’s indemnification obligations, and other provisions of the Lease which expressly survive expiration or early termination, shall continue in full force and effect.

2. **Early Termination Fee.** Tenant shall pay to City One Hundred Ninety-Eight Thousand One Hundred Sixty-Six and 23/100 Dollars (\$198,166.23) as an early termination fee within ten (10) business days after execution of this Termination by City (the “**Early Termination Fee**”). Tenant’s payment of the Early Termination Fee shall not relieve Tenant of its payment obligations under the Lease, including payment of rent, accruing prior to the Termination Date.

3. **Entire Agreement.** This Termination contains the entire agreement and understanding between the parties concerning this Termination and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, concerning the matters that are the subject of this Termination.

4. **Lease in Full Force and Effect.** This Termination shall not modify the obligations of the parties under the Lease accruing prior to the Termination Date.

[remainder of page intentionally blank – signature page follows]

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

TENANT: BUTH-NA-BODHAIGE, INC.

a Delaware Corporation


By: 

Name: Robert O. Smith

(type or print)

Title: Treasurer

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

John L. Martin
Airport Director 

AUTHORIZED BY
AIRPORT COMMISSION

Resolution No.: __ - __

Adopted: _____

Attest: _____

Secretary
Airport Commission

APPROVED AS TO FORM:
DENNIS J. HERRERA,
City Attorney

By: 

Deputy City Attorney