

**AMENDMENT NO. 2 TO
ELECTRONICS AND TECHNOLOGY STORES IN TERMINAL 2 AND TERMINAL 3
LEASE NO. 10-0038
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 2 TO ELECTRONICS AND TECHNOLOGY STORES IN TERMINAL 2 AND TERMINAL 3 LEASE NO. 10-0038 AT THE SAN FRANCISCO INTERNATIONAL AIRPORT (“Amendment”), dated as of _____ (“Effective Date”), is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its AIRPORT COMMISSION (“City”), as landlord, and INMOTION ENTERTAINMENT GROUP, LLC (“Tenant”), as tenant.

RECITALS

A. Tenant operates two InMotion retail facilities in Terminal 2 and Terminal 3 of the San Francisco International Airport (“Airport”) under Lease No. 10-0038, dated May 19, 2010, as amended by Amendment No. 1 dated April 10, 2012 (the “Lease”). Tenant’s InMotion facility in Terminal 3 is referred to as the “T3 West Premises” in this Amendment.

B. The Term of the Lease will expire on May 31, 2018.

C. As part of the Airport’s ongoing facilities improvement efforts, the next planned Terminal 3 renovation will include a new concessions program in Terminal 3 West (“T3 West”) and between Gates 84 and 90, replacing the stores and restaurants that are currently located on the departures level. It is anticipated that base building work will commence in these locations sometime between December 2018 and December 2020.

D. To preserve customer service and maintain revenue, and to accommodate the construction schedule of T3 West expansion project, City and Tenant have agreed to extend the term for the T3 West Premises to December 31, 2020, and modify certain other terms of the Lease as set forth below.

E. 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. **Term.** The Expiration Date applicable to Tenant’s T3 West Premises is extended to December 31, 2020. City may terminate the Lease earlier, as to Tenant’s T3 West Premises, at

its sole and absolute discretion by providing six months' advance written notice to Tenant. The Expiration Date applicable to Tenant's retail facility in Terminal 2 is not impacted by this Amendment.

3. **Minimum Annual Guarantee ("MAG")**. From and after the Effective Date, the MAG shall continue to be the then-current MAG, subject to upward adjustment in accordance with the Lease. Tenant shall pay the higher of the MAG and the Percentage Rent, as set forth in the Lease.

4. **Refurbishment**. Within six months of the Effective Date of this Amendment, Tenant, at Tenant's sole cost and expense, shall perform and complete a refurbishment of Tenant's T3 West Premises ("Space Refresh"). The Space Refresh shall be subject to City's prior approval and shall comply with all applicable terms and conditions of the Lease. At minimum, Tenant shall complete the following work as part of the Space Refresh:

- a. Steam clean the floors.
- b. Clean ceiling grid.
- c. Add waste trio receptacles with Airport signage for compost, recycling and landfill bins.
- d. Repair and/or replace lighting.

If Tenant fails to complete the Space Refresh by the six month anniversary of the Effective Date of this Amendment, City may impose fines on Tenant in the amount of \$100 per day until the Space Refresh is completed in addition to pursuing any other remedies available under the Lease.

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

6. **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.

7. **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: InMotion Entertainment Group, LLC,
a California limited liability company

By: [Signature]

Name: Jeremy Smith Jr
(type or print)

Title: President & CEO

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

Ivar C. Satero
Airport Director lf cw

AUTHORIZED BY AIRPORT
COMMISSION

Resolution:
Adopted:

Attest: _____
Secretary
Airport Commission

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

By: [Signature]
Deputy City Attorney

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**AMENDMENT NO. 2 TO
ELECTRONICS AND TECHNOLOGY STORES IN TERMINAL 2 AND TERMINAL 3
LEASE NO. 10-0038
AT SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 2 TO ELECTRONICS AND TECHNOLOGY STORES IN TERMINAL 2 AND TERMINAL 3 LEASE NO. 10-0038 AT THE SAN FRANCISCO INTERNATIONAL AIRPORT (“Amendment”), dated as of _____ (“Effective Date”), is entered by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its AIRPORT COMMISSION (“City”), as landlord, and INMOTION ENTERTAINMENT GROUP, LLC (“Tenant”), as tenant.

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TENANT: InMotion Entertainment Group, LLC,
a California limited liability company

By: 

Name: P. Jeremy Smith Jr
(type or print)

Title: President & CEO

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

Ivar C. Satero
Airport Director

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AUTHORIZED BY AIRPORT
COMMISSION

Resolution:
Adopted:

Attest: _____
Secretary
Airport Commission

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

By: 
Deputy City Attorney

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