

AMENDED IN COMMITTEE

1/7/15

FILE NO. 140946

RESOLUTION NO. 3-15

1 [Lease Amendments - Bay Area Restaurant Group, JV - Bayport Concessions, LLC - SSP
2 America, Inc. - Gotham Enterprises, LLC - Sankaku, Inc. - Airport Concessions]

3 **Resolution approving Amendment No. 1 to Domestic Terminal Food and Beverage**
4 **Lease No. 03-0184 with Bay Area Restaurant Group, JV (Max's Eatz and Max's the**
5 **Greek) for a term of ten years and a Minimum Annual Guarantee of \$36,103; No. 03-0183**
6 **with Bayport Concessions, LLC (Willow Creek Grill) for a term of ten years and a**
7 **Minimum Annual Guarantee of \$34,237; No. 03-0200 with SSP America, Inc. (Anchor**
8 **Steam) for a term of ten years and a Minimum Annual Guarantee of \$150,329; and**
9 **Amendment No. 2 to No. 03-0193 with Gotham Enterprises, LLC (Peet's Coffee & Tea)**
10 **for a term of ten years and a Minimum Annual Guarantee of \$36,487; and No. 03-0180**
11 **with Sankaku, Inc. (Sankaku) for a term of ten years and a Minimum Annual Guarantee**
12 **of \$37,125; and the City and County of San Francisco, acting by and through its Airport**
13 **Commission, retroactive to February 2014.**

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15 WHEREAS, The Airport has closed the aircraft boarding area at gates 68-71 in
16 Terminal 3 ("T3 East") for approximately eighteen (18) months for major renovations; and

17 WHEREAS, During this renovation, the Max's the Greek, Willow Creek Grill, Anchor
18 Steam, Peet's Coffee & Tea and Sankaku facilities will be demolished and tenants will be
19 responsible for building new premises; and

20 WHEREAS, The Airport Commission approved Resolution Nos. 13-0174, 13-0175,
21 13-0176, 13-0177, and 13-0178, which includes replacement premises in T3 East,
22 adjustment of the Minimum Annual Guarantee, a new commencement date of the ten (10)
23 year term, a new minimum investment amount, inclusion of the Airport's Sustainable Food
24 Guideline, and reimbursement of unamortized investments; now, therefore, be it
25

1 RESOLVED, That the Board of Supervisors hereby approves Amendment No. 1 to
2 Lease No. 03-0184 with Bay Area Restaurant Group, JV; No. 03-0183 with Bayport
3 Concessions, LLC; No. 03-0200 with SSP America, Inc.; and Amendment No. 2 to No. 03-0193
4 with Gotham Enterprises, LLC; and No. 03-0180 with Sankaku, Inc. (Sankaku), as follows:

- 5 1. Replacement Premises. Original premises shall be replaced with premises of
6 comparable size in T3 East (Replacement Premises).
- 7 2. Commencement of ten (10) year term. New Lease rent commencement date shall
8 be the earlier date of (i) the Replacement Premises are open for business or (ii) the
9 majority of gates in T3 East are occupied ("Commencement Date").
- 10 3. Rent. The Minimum Annual Guarantee ("MAG") will be adjusted to reflect the
11 Replacement Premises and will commence on the new Commencement Date.
- 12 4. Minimum Investment Amount. The Minimum Investment Amount for the
13 Replacement Premises shall be \$350 per square foot.
- 14 5. Use and Operational Requirements. Permitted uses include the Airport's
15 Sustainable Food Guideline.
- 16 6. Reimbursement of Unamortized Construction Costs.
 - 17 • Max the Greek to be reimbursed in an amount of not to exceed Fifty Seven
18 Thousand Three Hundred Thirty Five Dollars (\$57,335)
 - 19 • Willow Creek Grill to be reimbursed in an amount not to exceed Fifty Seven
20 Thousands Sixty Six Dollars (\$57,066)
 - 21 • Anchor Steam to be reimbursed in an amount not to exceed One Hundred
22 Ninety Eight Thousands Six Hundred Eighty Five Dollars (\$198,685)
 - 23 • Peet's Coffee & Tea to be reimbursed in an amount not to exceed Twenty
24 Three Thousand Two Hundred Three Dollars (\$23,203)

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- Sankaku to be reimbursed in an amount not to exceed Fifty Two Thousand Seventy Seven Dollars (\$52,077)

FURTHER RESOLVED, That the Airport Director shall take all steps necessary to implement such Amendment No. 1 and 2 to the Leases, including execution of the appropriate documents.



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails
Resolution

File Number: 140946

Date Passed: January 13, 2015

Resolution approving Amendment No. 1 to Domestic Terminal Food and Beverage Lease No. 03-0184 with Bay Area Restaurant Group, JV (Max's Eatz and Max's the Greek) for a term of ten years and a Minimum Annual Guarantee of \$36,103; No. 03-0183 with Bayport Concessions, LLC (Willow Creek Grill) for a term of ten years and a Minimum Annual Guarantee of \$34,237; No. 03-0200 with SSP America, Inc. (Anchor Steam) for a term of ten years and a Minimum Annual Guarantee of \$150,329; Amendment No. 2 to No. 03-0193 with Gotham Enterprises, LLC (Peet's Coffee & Tea) for a term of ten years and a Minimum Annual Guarantee of \$36,487; No. 03-0180 with Sankaku, Inc. (Sankaku) for a term of ten years and a Minimum Annual Guarantee of \$37,125; and the City and County of San Francisco, acting by and through its Airport Commission, retroactive to February 2014.

December 03, 2014 Budget and Finance Committee - CONTINUED

January 07, 2015 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

January 07, 2015 Budget and Finance Committee - RECOMMENDED AS AMENDED

January 13, 2015 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Christensen, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 140946

I hereby certify that the foregoing Resolution was ADOPTED on 1/13/2015 by the Board of Supervisors of the City and County of San Francisco.

Handwritten signature of Angela Calvillo
Angela Calvillo
Clerk of the Board

Handwritten signature of Mayor
Mayor

1/20/2015
Date Approved