

**FIRST AMENDMENT TO
RESTAURANT CONCESSION AGREEMENT**

No. 5405

Half Moon Bay Airport
Half Moon Bay, California

THIEVES' MARKET, LLC

This First Amendment to Restaurant Concession Agreement ("First Amendment"), dated April 5, 2022, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, ("County" or "Landlord") and THIEVES' MARKET, LLC, a limited liability company, ("Tenant").

Recitals

- A. WHEREAS, as authorized by San Mateo County Resolution No. 077017, County and Tenant entered into a Restaurant Concession Agreement (Permit No. 5405), dated for reference purposes only as November 1, 2019 ("Agreement"), to authorize Tenant the occupancy and use of a portion of the real property commonly known as the Half Moon Bay Airport ("Airport" or "Premises") for the purpose of operating, managing, maintaining, and improving the restaurant and certain common areas of the Airport. Tenant has the obligation and the exclusive right to sell food and beverages on the Premises; and
- B. WHEREAS, as outlined in Section 4.3 of the Agreement, Tenant is responsible for paying all utilities metered solely for the Premises; and
- C. WHEREAS, in addition to the utilities metered solely for the Premises, in the event a utility is serving portions of the Property outside the Premises area, Tenant is responsible for paying the prorated portion of that particular utility per month ("Utility Charge") and these monthly Utility Charges may be reviewed and adjusted periodically by the County to accurately reflect County's associated costs; and
- D. WHEREAS, the Parties desire to adjust the Utility Charges in Section 4.3 of the Agreement such that there are no utility payments due from Commencement of the Agreement through June 30, 2021. Beginning July 1, 2021, the Utility Charge shall be One Thousand Dollars (\$1,000.00) per month for the first 120 days after July 1, 2021. Beginning 120 days after July 1, 2021, Tenant's portion of the Utility Charges shall be Two Thousand Four Hundred Dollars (\$2,400.00) per month; and
- E. WHEREAS, the County has shifted other agreements such that Rental Adjustments are made on the 1st day of July of each year of the term of the Lease, so this Agreement shall conform to that same date; and
- F. NOW THEREFORE, the Parties agree to amend the terms of the Restaurant Concession Agreement as follows:

Agreement

For good and valuable consideration as herein set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Base Rent.** Section 4.2 of the Agreement shall be amended such that the Outside Seating Area is decreased from 2,136 sq. ft. to 1,833 sq. ft. The Base Rent shall be reduced to reflect the reduced Outside Seating Area and shall be retroactive to November 5, 2019. The rent for the outdoor seating area shall be amended from \$640.80 to \$549.90 per month. The total monthly Base Rent will be \$2,241.10 per month.
2. **Utility Charge.** Section 4.3 of the Agreement shall be amended such that there are no utility payments due from Commencement of the Agreement through June 30, 2021. In the event that utilities remain solely in the County's name, beginning July 1, 2021, the Utility Charge shall be One Thousand Dollars (\$1,000.00) per month for the first 120 days after July 1, 2021. Beginning 120 days after July 1, 2021, Tenant's portion of the Utility Charges shall be Two Thousand Four Hundred Dollars (\$2,400.00) per month.
3. **Rental Adjustments.** Section 4.6 of the Agreement shall be adjusted such that beginning July 1, 2022, and on the 1st day of July of each year of the term of the Agreement, including an Extended Term or holdover period, the Base Rent as set forth in Section 4.2, Base Rent, for the following twelve-month period shall be adjusted to equal one hundred three percent (103%) of the Base Rent, rounded to the nearest dollar, for the lease year preceding such Adjustment Date.
4. **Rent Credit for Initial Tenant Improvements.** Section 5.2 of the Agreement shall be amended to remove the 90-day requirement for tenant improvements. Reimbursement may still be granted outside of the 90-day period.
5. **Trash, Recycling, and Compost Removal.** Section 10 of the Agreement shall be amended such that Tenant is required to service all recycling and trash receptacles in Tenants name and at Tenants sole cost and expense. These receptacles must be independent of the County trash receptacles. Tenant shall comply with CA AB 1826 as amended. Beginning January 1, 2022, Tenant shall comply with CA SB 1383 and any additional State or County regulations that may apply as amended from time to time.
6. **Effective Date: Approval.** This First Amendment shall become effective ("Effective Date") by execution of the County Board of Supervisors and the First Amendment is duly executed and delivered by County and Tenant.
7. **Counterparts.** This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
8. **No Further Amendment: Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. The Agreement as Amended constitutes the entire agreement between County and Tenant regarding the Premises and may not be modified except by an instrument in writing duly

executed by the County and Tenant. In the event any conflicts between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

County and Tenant have executed this First Amendment as of _____ day of _____, 2022.

COUNTY:
COUNTY OF SAN MATEO

By: _____

Don Horsley, President
Board of Supervisors

Date: _____

TENANT:
THIEVES' MARKET, LLC

By: SW

Name: Shoshana Wolff

Title: Secretary

Date: 03/11/2022