

AMENDMENT TO LEASE NUMBER 238789



WHEREAS, the Dallas/Fort Worth International Airport Board (“Board”) leases to FGR Food Corporation, a Texas Corporation (“Tenant”) certain premises within the various terminals at the Airport pursuant to Lease Number 238789; and

WHEREAS, the parties mutually desire to amend the Lease;

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term for said Lease 238789 commencement date is hereby adjusted to November 1, 2005 and terminates October 31, 2015.
2. The Concessionaire charges pursuant to the Schedule of Charges and the Minimum Annual Guarantee (MAG) shall be waived from October 1, 2005 until October 31, 2005.
3. The percentage rent shall be waived from July 23, 2005 until October 31, 2005.
4. Tenant waives any and all claims it may have, known or unknown, regarding the failure of Terminal D to open at the anticipated time or the lack of airline operations in the terminal.
5. All other terms and conditions of said Lease shall remain in effect.

This Amendment is effective as of the 23rd day of July 2005.

AMENDMENT TO LEASE NUMBER 238789



WHEREAS, the Dallas/Fort Worth International Airport Board ("Board") leases to FGR Food Corporation, a Texas Corporation ("Concessionaire") certain premises within the various terminals at the Airport pursuant to Lease Number 238789; and

WHEREAS, the parties mutually desire to amend the Lease;

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Notwithstanding any contract provision to the contrary, Concessionaire shall not be restricted in the brands of alcoholic beverages that Concessionaire is allowed to sell, and except for the limitations in the street-level pricing policy, shall not be restricted in the prices that may be charged for alcoholic beverages.
2. All other terms and conditions of said Lease shall remain in effect.

This Amendment is effective as of the 23rd day of July, 2005.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD


Signature: 
Chief Executive Officer (or his Designee)

Print Name: _____

Title: _____

Date: 10/06/05

APPROVED AS TO FORM:


Legal Counsel for the Board

Date: 5.27.05

ATTEST:


Secretary for the Board

Date: 10/6/05

FGR FOOD CORPORATION, A TEXAS CORPORATION

Signature: 

Print Name: I. D. Flores, III

Title: Chairman and C.E.O.

Date: 10-3-05

AMENDMENT TO LEASE NUMBER 238789



WHEREAS, the Dallas/Fort Worth International Airport Board ("Board") leases to FGR Food Corporation, a Texas Corporation ("Tenant") certain premises within the various terminals at the Airport pursuant to Lease Number 238789; and

WHEREAS, the parties mutually desire to amend the Lease;

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term for said Lease 238789 commencement date is the official opening date of Terminal D which is July 23, 2005 and terminates July 22, 2015.
2. The Concessionaire charges pursuant to the Schedule of Charges and the Minimum Annual Guarantee (MAG) shall be waived as to said location(s) until American Airlines occupies Terminal D, but not to exceed September 30, 2005.
3. Tenant waives any and all claims it may have, known or unknown, regarding the failure of Terminal D to open at the anticipated time or the lack of airline operations in the terminal.
4. All other terms and conditions of said Lease shall remain in effect.

This Amendment is effective as of the 23rd day of July 2005.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

Signature: 
Chief Executive Officer (or his Designee)

Print Name: _____

Title: _____

Date: 9/15/05

APPROVED AS TO FORM:


Legal Counsel for the Board

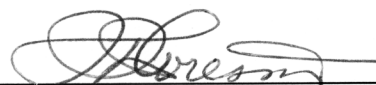
Date: 8-23-05

ATTEST:


Secretary for the Board

Date: 9/23/05

FGR FOOD CORPORATION, A TEXAS CORPORATION

By: 
Mr. I.D. (Nash) Flores
Chairman, CEO and Secretary/Treasurer

Date: 9-8-05

AMENDMENT TO LEASE NUMBER 238789

WHEREAS, the Dallas/Fort Worth International Airport Board ("Board") authorizes FGR Food Corporation ("Lessee") to use Designated Operating Areas within Terminal D, Location ID D.NV205, at the Airport pursuant to Lease Number 238789; and

WHEREAS, the parties mutually desire to amend the Lease;

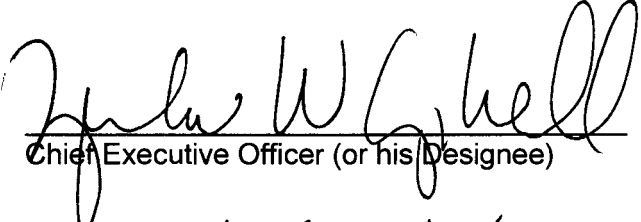
NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The following Airport terminal location's square footage shall be amended as follows:
2. Lessee's Designated Operating Area will change from 2174 square feet to 2597 square feet, in Terminal D, Location ID D.NV205.
3. This adjustment is the result of the addition of 423 square feet on the mezzanine that has been authorized by the TABC for alcoholic beverage service.
4. All other terms and conditions of said Lease shall remain in effect.

All rights and obligations of the parties that are calculated based on square footage, including without limitation, charges set forth in the Schedule of Charges, shall hereafter be calculated based on the new square footage.

This Amendment is effective as of the 1st day of June 2010.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

Signature: 
Chief Executive Officer (or his Designee)

Print Name: Zenda Campbell

Title: VP CONCESSIONS

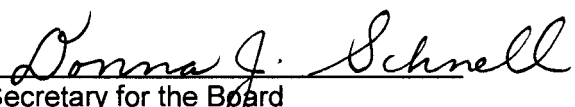
Date: 7-13-10

APPROVED AS TO FORM:


Legal Counsel for the Board

Date: 6-17-10

ATTEST:


Secretary for the Board

Date: 7-20-10

FGR FOOD CORPORATION, A TEXAS CORPORATION

Signature: 

Print Name: I.D. FLORES III

Title: C.E.O.

Date: 6-29-10

AMENDMENT TO LEASE NUMBER 238789

WHEREAS, the Dallas/Fort Worth International Airport Board ("Board") authorizes FGR Food Corporation ("Concessionaire") to use Designated Operating Areas at the Airport pursuant to Lease Number 238789; and

WHEREAS, the parties mutually desire to amend the Lease;

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease Number 238789, Section 6.01 Products and Pricing Section is deleted and replaced with the following:
 - A. Concessionaire has caused to be attached hereto as Exhibit "B" a complete listing of all goods and/or services Concessionaire is allowed to sell from the Premises as well as the prices to be charged to the public. The execution of this Lease constitutes acceptance by the Board of the merchandise, services and pricing all as reflected on the referenced exhibit subject to other challenges as set forth in this Lease.
 - B. Concessionaire shall not add, delete or sell merchandise categories and/or services not reflected on the aforesaid exhibit without first receiving written approval from the Department of Revenue Management, which shall not be unreasonably withheld or delayed. It is agreed that in the event of any conflict between Concessionaire and another lessee as to specific items sold, the Board or its designee shall have the sole authority to resolve the conflict as it deems appropriate. Concessionaire shall provide for the sale of any additional merchandise or the furnishing of any additional service as directed by the Department of Revenue Management.
 - C. If Concessionaire offers merchandise promoting the City of Dallas or Fort Worth, or promoting tourist attractions in either city, then Concessionaire shall offer merchandise promoting both such cities and their respective tourist attractions, as instructed by the Department of Revenue Management in its reasonable discretion.
 - D. Concessionaire further understands the Board's objective to limit the prices charged for products and services sold to the public at the Airport to no more than 10 percent above "street level pricing" (the off-Airport prices charged for comparable products and services). Accordingly, Concessionaire warrants and represents that Concessionaire, its employees, successors and assigns, if any, will adhere to the following:
 1. Prices charged at the Premises for each item of products and services shall be no more than ten percent (10%) higher than comparable products or services sold outside the Airport. The Concessions Department shall have the discretion to define what constitutes an individual item sold, including without limitation combinations or bundling of items.
 2. In determining which products and services off-Airport are to be used for street-level pricing comparisons, the parties agree that if Concessionaire owns or operates a similar business selling like products or services to the public within twenty (20) miles of the Airport, then prices at said business shall be deemed comparable. If Concessionaire owns or operates more than one (1) similar business selling like products or services to the public within twenty (20) miles of the Airport, then the average of all of the locations' prices for each such product or service shall be deemed comparable. The Concessions Department shall have the discretion to determine whether Concessionaire's off-Airport businesses are similar and whether particular products or services are alike. If Concessionaire does not own or operate a similar business selling like products or services to the public within twenty (20) miles of the Airport, then the parties agree to use comparisons from other off-Airport businesses. Concessionaire may provide to the Concessions Department names and addresses of local area businesses that Concessionaire believes to be comparable, together with the specific products and services that Concessionaire believes to be comparable, but the Concessions Department shall have the discretion to reject said suggestions from Concessionaire and to select other businesses and other products and services. Prices from area non-traditional venues, such as amusement parks, other entertainment venues, stadiums, other airports, hotels, and zoos shall not be acceptable for use in establishing street-level pricing—regardless of whether the Concessionaire owns or operates such businesses.

3. The Concessions Department may at its discretion require Concessionaire to submit documentation verifying compliance with the street-level pricing requirements herein. If Concessionaire fails to submit said documentation of compliance within the time specified by Board, or if documentation submitted is erroneous, Concessionaire may be required to reimburse Board for the cost of independent surveys or verifications commissioned by Board.
 4. The Concessions Department may at any time compel Concessionaire to lower prices within five (5) business days on specific items to bring them into compliance with street-level pricing, but nothing herein shall negate the general default and remedies provisions of this Lease.
 5. The Concessions Department may grant exemptions from street-level pricing for specific items, or may determine that specific items have no comparable products or services off-Airport, but any such exception or determination must be in writing and signed by the Vice President of Concessions, and under no circumstances shall Concessionaire be entitled to any such exemption.
 6. If Concessionaire is required by this Lease to participate in product exclusivity contracts made by Board, said exclusivity contracts may include minimum or maximum prices that shall be binding on Concessionaire notwithstanding any higher price allowed or lower price required by the street-level pricing provisions herein.
- E. At any time during the Term hereof the Board may make or cause to be made a survey of prices being charged for products or services offered by Concessionaire from the Premises hereunder. If the survey concludes that any prices being charged by Concessionaire on the Premises are not in accordance with the terms of this Lease, then Concessionaire shall pay the cost of the survey and the Board shall so notify Concessionaire in writing.
 - F. Street level pricing as required may be monitored by or on behalf of the Department of Revenue Management. Price comparison shall be made in the Dallas/Fort Worth Metroplex with the comparison being made on a minimum of four product items in each merchandise category in the store. If the comparison finds Concessionaire to be charging more than ten percent (10%) above the average street price for the same or similar items (excluding sales promotions and value package deals) then Concessionaire will be required to reduce prices to the ten percent (10%) level. If Concessionaire is found by the Board to have repeatedly charged prices in excess of what is allowed, then the Board shall have the right to charge and collect a penalty equal to ten percent (10%) of one month's Gross Receipts applicable to the month immediately prior to the Board giving written notice of the penalty due.
 - G. Failure to comply with the provisions of this section shall constitute a material default. If Concessionaire, after notice to reduce prices and/or application of any penalty is later found to have again violated the street level pricing policy, the Board shall have the right to terminate this Lease for cause by giving sixty (60) days written notice to vacate the Premises. Failure of the Board to exercise its right to terminate this Lease shall not constitute a waiver of the Board's right to terminate at a later date for the same, similar or continued violation of the street level pricing policy.
2. An initial price ceiling on Bottling Group, LLC dba The Pepsi Bottling Group 20 oz. bottled beverages has been set not to exceed \$2.25. The price ceiling shall be reviewed annually for price adjustments.
 3. All other terms and conditions of said Lease shall remain in effect.

This Amendment is effective as of the 1st day of September 2009.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

Signature: Zerola W Campbell
Chief Executive Officer (or his Designee)

Print Name: Zerola Campbell

Title: Vice President Airport Concessions

Date: April 2, 2012

APPROVED AS TO FORM:

[Signature]
Legal Counsel for the Board

Date: 3-13-12

ATTEST:

Donna J. Schnell
Secretary for the Board

Date: 4-5-12

FGR FOOD CORPORATION

Signature: [Signature]

Print Name: Robert Goldblatt

Title: COO

Date: 3/1/12



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

July 30, 2015

Mr. Rob Goldblatt
FGR Food Corporation
750 N. St. Paul St. #500
Dallas, TX 75201

Via Docusign: rdgoldblatt@sbcglobal.net

RE: Percent Rent Increase Amendment – Lease No 238545, 238789, 238943 and 239006 – Terminal B, Gate B20, Terminal C, Gate C25 and Gate C33 and Terminal D Gate D22, D27 and D33

Dear Mr. Goldblatt:

Attached is an Amendment to the above referenced Leases and Permit for percentage rent increases approved by the Dallas-Fort Worth International Airport Board on July 2, 2015. To continue your leases on a month to month basis or upon expiration on October 31, 2015; you must sign and return this Amendment by September 1, 2015. Failure to return this Amendment in due time may result in termination of the above reference space.

As always, feel free to contact me if there is a matter with which I can assist you. I again thank you for your cooperation, your valuable contribution and your long-standing commitment to DFW Airport.

Sincerely,

A handwritten signature in cursive script that reads "Zenola W. Campbell". The signature is written in black ink and is positioned above the typed name and title.

Zenola Campbell
Vice President, Airport Concessions
DFW Airport, Revenue Management

cc: Finance
File

AMENDMENT TO LEASE NUMBER 238789

WHEREAS, the Dallas/Fort Worth International Airport Board ("Board") authorizes FGR Food Corporation ("Lessee") dba Au Bon Pain and Reatta to use certain premises within Terminal D, Gate D22, Gate D27 and Gate D33 at the Airport pursuant to Lease Number 238789; and

WHEREAS, the parties mutually desire to amend the Lease;

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

As of the effective date of this Amendment, the Lease is hereby amended as follows:

1. Percentage Rent for the Au Bon Pain and Reatta locations will be as follows:
 - a. Sixteen Percent (16%) of Gross Receipts for the sale of Food and Non-Alcoholic Beverages;
 - b. Twenty-One (21%) of Gross Receipts for the sale of Alcoholic Beverages; and
 - c. Fourteen Percent (14%) for all other Gross Receipts not listed above.

All other terms and conditions of said Lease shall remain in effect.

This Amendment is effective as of the 1st day of November 2015.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

DocuSigned by:
Zenola Campbell
Signature: _____
Chief Executive Officer (or his Designee)

Print Name: Zenola Campbell

Title: Vice President of Concessions

Date: 8/25/2015

APPROVED AS TO FORM:

DocuSigned by:
Paul Tomme

Legal Counsel for the Board

FGR FOOD CORPORATION

DocuSigned by:
Rob Goldblatt
Signature: _____

Print Name: Rob Goldblatt

Title: COO

Date: 8/14/2015

AMENDMENT TO LEASE NUMBER 238789

WHEREAS, the Dallas/Fort Worth International Airport Board (“Board”) leases to FGR Food Corporation (“Concessionaire”) d/b/a Au Bon Pain ID D-MG103 (Gate D33) and D-NV106 (Gate D27) and Reatta ID D-NV205 (Gate D33), in the Terminals at the Airport pursuant to Lease Number 238789; and

WHEREAS, the Board will terminate the Lease as to Location ID D-NV106 (Gate D27) effective December 1, 2015 (“Terminated Location”); and

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Minimum Monthly Base Rent (MMBR) and percent rent is allocated as follows:

	MMBR	Percent Rent
Location ID D-MG103	\$ 1,516.59	14%, 16%, 21%
Location ID D-NV205	\$10,135.89	14%, 16%, 21%
Total	\$11,652.48	

- 2. Settlement of the terminated location(s) shall occur at this time.
- 3. Effective with this Amendment, from this point forward, year-end settlement will be done by location.
- 4. All other terms and conditions of said Lease shall remain in effect.
- 5. This Amendment is effective as of the 1st day of December 2015.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

DocuSigned by:
 Signature: Zenola Campbell
 Chief Executive Officer (or his Designee)

Print Name: Zenola Campbell

Title: Vice President, Airport Concessions

Date: 1/4/2016

APPROVED AS TO FORM:

Paul Tomme
 Legal Counsel for the Board

FGR FOOD CORPORATION

DocuSigned by:
 Signature: T.M. Mercer, Jr.
 Print Name: T.M. Mercer, Jr.

Title: President and CEO

Date: 1/4/2016

AMENDMENT TO LEASE NUMBER 238789

WHEREAS, the Dallas/Fort Worth International Airport Board (“Board”) authorizes FGR Food Corporation (“Lessee”) dba Au Bon Pain and Reata to use certain premises within Terminal D, Gate D22 and Gate D33 at the Airport pursuant to Lease Number 238789; and

WHEREAS, the parties mutually desire to amend the Lease;

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

As of the effective date of this Amendment, the Lease is hereby amended as follows:

1. Percentage Rent for the Reata location, ID No. D-NV106, will be as follows:
 - a. Twelve Percent (12%) of Gross Receipts for the sale of Food and Non-Alcoholic Beverages;
 - b. Fifteen Percent (15%) of Gross Receipts for the sale of Alcoholic Beverages; and
 - c. Fourteen Percent (14%) for all other Gross Receipts not listed above.
2. Concessionaire shall conduct full inspection of tenant space and make repairs necessary to conform to Lease Agreement Section 9.01 by June 1, 2017.
3. All other terms and conditions of said Lease shall remain in effect.

This Amendment is effective as of the 1st day of June 2017.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

Signature:

Zenola Campbell

Chief Executive Officer (or his Designee)

Print Name: Zenola Campbell

Title: Vice President of Concessions

Date: 8/7/2017

APPROVED AS TO FORM:

Paul Tomme

Legal Counsel for the Board

FGR FOOD CORPORATION

Signature:

Rob Goldblatt

Print Name: Rob Goldblatt

Title: COO

Date: 8/7/2017