

FIRST AMENDMENT TO COUNTY
FOOD AND BEVERAGE AND WINE/BEER BAR CONCESSION
OPERATOR and
LEASE AGREEMENT

This First Amendment (“Amendment”) is made and entered into as of _____, 2025 (“Effective Date”) by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“County”) and SSP America STS, LLC, a Delaware limited liability company (“Tenant”). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

R E C I T A L S

WHEREAS, on December 6, 2022, County entered a ten (10) year lease agreement (“Lease”) with Tenant for certain real property located at the Charles M. Schulz-Sonoma County Airport (“Airport”); and

WHEREAS, Tenant currently operates and occupies (a) a full-service restaurant in the terminal (the “Restaurant”) and (b) a wine/beer concession that serves only local area wine and beer products from the following California counties: Sonoma, Marin, Napa, Lake and Mendocino (the “Bar”) pursuant to the Lease, as more particularly described in Exhibit A and illustrated on Exhibit A of the Lease; and

WHEREAS, Section 4 of the Lease states that the Term “shall commence on the Commencement Date and end on the tenth (10th) anniversary thereof. Within thirty (30) days after the Occupancy Date, the parties shall confirm in writing the actual dates of the Commencement Date, the Occupancy Date, and the ending date of this Agreement, and certain other matters in the form attached hereto as **Exhibit “B” – Acknowledgment of Commencement Date, Occupancy Date and Ending Date**; provided, however, that the failure of the parties to enter into such Acknowledgment shall not affect the occurrence of the Commencement Date or the scheduled occurrence of the ending date of this Agreement. This Agreement may also terminate in accordance with Section 22, Termination” by Non-Performance.”

WHEREAS, County and Tenant desire to amend the Lease to change the Term thereof to fifteen (15) years, commencing on the Commencement Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Paragraph 4 is amended to read as follows: The term of this Agreement shall commence on the Commencement Date and end on the fifteenth (15th) anniversary thereof. Within thirty (30) days after the Occupancy Date, the parties shall confirm in writing the actual dates of the Commencement Date, the Occupancy Date, and the ending date of this Agreement, and certain other matters in the form attached hereto as **Exhibit "B" -- Acknowledgment of Commencement Date, Occupancy Date and Ending Date**; provided, however, that the failure of the parties to enter into such Acknowledgment shall not affect the occurrence of the Commencement Date or the scheduled occurrence of the ending date of this Agreement. This Agreement may also terminate in accordance with Section 22, Termination
2. Statutory Compliance/Living Wage Ordinance. Tenant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to this Agreement as they exist now and as they are changed, amended or modified during the term of this Lease. Without limiting the generality of the foregoing, Tenant expressly acknowledges and agrees that this Lease is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
3. Except to the extent the Lease is specifically amended hereby, the Lease, together with its exhibits, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Lease or any right of County or Tenant arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

COUNTY AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date:

TENANT: SSP America STS, LLC
a Delaware limited liability company

By: _____
Pat Murray
CEO

COUNTY: COUNTY OF SONOMA, a political
subdivision of the State of California

By: _____
Jon Stout, CAE, AAE
Airport Manager

APPROVED AS TO FORM FOR
COUNTY:

Elizabeth Coleman
Deputy County Counsel

CERTIFICATES OF INSURANCE
ON FILE WITH DEPARTMENT:
