

EXHIBIT A

**AMENDMENT TO CONCESSION LEASE AND LICENSE AGREEMENT
BY AND BETWEEN
CITY OF CHICAGO
AND
HPH SK AA ORD LLC**

This AMENDMENT TO THE CONCESSION LEASE AND LICENSE AGREEMENT AT CHICAGO O'HARE INTERNATIONAL AIRPORT (this "*Amendment*") _____, 2026 (the "*Amendment Date*"), is by and between the City of Chicago, an Illinois a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois, acting through its Chicago Department of Aviation (hereinafter the "*City*") having a usual place of business at Chicago, Illinois, and HPH SK AA ORD LLC, an Illinois limited liability company ("*Tenant*"), authorized to conduct business in the State of Illinois. All capitalized terms used and not defined herein shall have the meanings set forth in the hereinafter defined Original Agreement.

RECITALS

WHEREAS, the City and Tenant previously entered into that certain Concession Lease and License Agreement at Chicago O'Hare International Airport (the "*Original Agreement*"), effective as of November 13, 2024, pursuant to which Tenant is leasing certain space within Terminal 5 East Concourse at Chicago O'Hare International Airport (the "*Airport*") to operate the concession as described in the Original Agreement; and

WHEREAS, pursuant to Section 5.1(D) of the Original Agreement, due to recent developments in Airport operations and in the best interest of the City, the Commissioner of CDA ("*Commissioner*") has determined it is necessary to relocate the Leased Space from Terminal 5 East Concourse to Terminal 3, Concourse L, Upper Level ("*Relocation Space*"); and

WHEREAS, the Commissioner has notified the Tenant in writing that he would be exercising such right; and

WHEREAS, the Tenant agrees to the relocation of the Leased Space to Relocation Space; and

WHEREAS, the Tenant has provided an updated Development Plan, which was approved by the Commissioner, pursuant to Section 5.5(C), and which has been incorporated into the Original Agreement without need to amend the original agreement; and

WHEREAS, the City now desires to extend the term of the Original Agreement through this Amendment in order to accommodate the concession buildout in the new location in Terminal 3; and

WHEREAS, the City and the Tenant desire to execute this Amendment to extend the term of the Original Agreement by five (5) years.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

1.01 All capitalized terms not otherwise defined in this Amendment together with any other undefined term, shall have the same meaning and effect as set forth in the Original Agreement.

1.02 Term of the Original Agreement. The Term of the Original Agreement shall be and is hereby modified and extended such that said Term began on Effective Date and will expire at 11:59 p.m. (Chicago time) on the fifteenth (15th) anniversary of the DBO of the Retail Space. All terms and provisions of the Original Agreement shall be applicable during the Term as extended by this Amendment, and unless context otherwise specifically requires, all references in the Original Agreement to "Term" shall include the Term as modified by this Amendment. Notwithstanding the foregoing, the total Term of the Original Agreement as extended by this Amendment shall not exceed the original Term plus five (5) years.

SECTION 2. MISCELLANEOUS.

2.01 Except as specifically amended herein, the Original Agreement shall continue in full force and effect in accordance with its original terms. Any reference in any document, agreement, letter, certificate, the Original Agreement, or any communication issued or made subsequent to or with respect to the Original Agreement shall be deemed to include this Amendment, and no specific reference to this Amendment is required to incorporate its terms. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

2.02 This Amendment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations of agreements. Except as expressly provided herein, the provisions of the Original Agreement remain unmodified and in full force and effect.

2.03 Neither party, including any subtenant, sublicensee, assignee or Subcontractor, shall charge any elected or appointed official, agent, or employee of the City or of the other party personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor with any liability or expenses of defense under any term

or provision of this Amendment or because of such party's execution, approval, attempted execution or any breach of this Amendment.

2.04 This Amendment may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

TENANT

By: _____

CITY OF CHICAGO

By: _____
Commissioner of Department of Aviation

Date: _____