



Los Angeles
World Airports

May __, 2020

Boingo Wireless, Inc.
Nick Hulse, President
10960 Wilshire Boulevard Suite 800
Los Angeles CA 90024

LAX.

Van Nuys

City of Los Angeles

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Mayor

Board of Airport
Commissioners

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Karim Webb

Justin Erbacci
Interim Chief Executive Officer

Re: Second Amendment to Non-Exclusive Concession Agreement with Boingo Wireless Inc. for Wireless Fidelity (Wi-Fi) Internet Access Service at Los Angeles International Airport (LA-8862).

Dear Concessionaire:

In consideration of the recent decline in flight and passenger traffic at Los Angeles International Airport and the resulting temporary decline in airport revenue generating opportunities, the City hereby offers a second amendment to the above-referenced Agreement in order to provide temporary fee relief on the terms and subject to the conditions set forth in this letter amendment.

1. Temporary Abatement of Base Annual Fee/Payment of 50% of Gross Revenues for Duration Period. Subject to the terms and conditions set forth in this letter amendment, the portion of the Base Annual Fee for the three (3) month period beginning on April 1, 2020 and ending on June 30, 2020 (the "Duration Period") is hereby abated. For the Duration Period, Concessionaire shall pay, on a monthly basis, 50% of gross revenues.

2. Compliance With Agreement. Concessionaire acknowledges and agrees that Concessionaire's right to receive the benefit of any abatement and/or deferral of fees set forth herein is absolutely conditioned upon Concessionaire's full, faithful and punctual performance of its obligations under the Agreement. If Concessionaire defaults in the performance of any of its obligations under the Agreement, such abated or deferred fees shall immediately become due and payable in full upon demand by the City, and the City shall have the right to enforce the Agreement as if there were no such abatement or deferral. Without limiting the generality of the foregoing, Concessionaire acknowledges and agrees that: (i) Concessionaire shall comply with all applicable City of Los Angeles ordinances, (ii) Concessionaire shall have fully funded its Faithful Performance Guarantee as specified in the Agreement (and without reduction with regard to the temporary Base Fee abatement contemplated herein) and acknowledges that the City may draw upon the Faithful Performance Guarantee immediately and without prior notice in the event of a default by Concessionaire under the Agreement, (iii) in the event that the City draws upon the Faithful Performance Guarantee, Concessionaire agrees to replenish the Faithful Performance Guarantee to its full amount immediately upon request by



City, and (iv) Concessionaire shall be current with respect to all payment obligations under the Agreement as of March 1, 2020.

3. Concessionaire Covenants. In consideration for the benefits provided to Concessionaire under this letter amendment (and as a condition to Concessionaire's right to receive such benefits), Concessionaire hereby agrees as follows:

(a) Concessionaire agrees to timely provide a right to recall laid off Employees (as defined below) in direct proportion to increases in Concessionaire's gross revenues as the decline in passenger traffic recovers, so that, on a quarterly basis, the number of Employees on payroll shall increase in proportion to sales increases, using December 2019 payroll levels and sales as the basis of full employment/sales. This provision may be superseded by a collective bargaining agreement that is in place at the time of the execution of this letter amendment if such collective bargaining agreement contains right to recall provisions. The term "Employees" shall mean all persons employed by Concessionaire during the month of February 2020 and who were laid off by Concessionaire, since March 1 2020, due to the recent decline in flight and passenger traffic at Los Angeles International Airport ("LAX") and the resulting temporary decline in airport revenue generating opportunities for Concessionaire at LAX.

(b) Concessionaire shall demonstrate to the City's reasonable satisfaction that Concessionaire is not entitled to any business interruption insurance proceeds or similar benefits that are redundant to the fee relief provided in this letter amendment, and in the event that the City determines that Concessionaire is or becomes entitled to any such benefits, the City reserves the right to decrease or limit the fee relief provided herein accordingly.

4. Subordinate to Applicable Laws. The provisions of this letter amendment are intended to be subject and subordinate to any applicable federal, state or local laws and orders now or hereafter in effect to the extent that the terms of this letter amendment are inconsistent therewith.

5. No Third Party Beneficiaries. Nothing in this letter amendment, whether express or implied, is intended to grant to, or confer upon, any person or entity any rights or remedies under, or by reason of, this letter amendment other than the parties hereto, and no person or entity shall be deemed a third party beneficiary of this letter amendment or any provision hereof.

6. Full Force and Effect. Except as expressly amended and modified as set forth in this letter amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

Please signify Concessionaire's agreement to the terms of this letter amendment by countersigning a copy in the space provided below and returning the signed copy to Aura Moore no later than May __, 2020. If Concessionaire fails to return a countersigned copy of this letter amendment by such date, the City's offer to enter into the terms of this letter amendment shall be deemed revoked.

Sincerely,

APPROVED AS TO FORM:

CITY OF LOS ANGELES

Michael N. Feuer,
City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Financial Officer
Department of Airports

The undersigned Concessionaire hereby agrees to the foregoing letter amendment:

Date: May __, 2020

BOINGO WIRELESS INC.

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

cc: Patrick Magnarelli
Efren D. Medina Jr.