

**SIXTH AMENDMENT
TO
LOS ANGELES INTERNATIONAL AIRPORT
TERMINAL MEDIA OPERATOR
CONCESSION AGREEMENT (LAA-8796)
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND
JCDECAUX AIRPORT, INC**

This Sixth Amendment to Los Angeles International Airport Terminal Media Operator Concession Agreement No. LAA-8796 (this “Sixth Amendment”) is made and entered into as of _____, 2025 (“Effective Date”) by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (“City”), acting by order of and through its Board of Airport Commissioners (“Board”), and JCDECAUX AIRPORT, INC., a Delaware corporation (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire entered into Los Angeles International Airport Terminal Media Operator Concession Agreement (LAA-8796) dated February 1, 2014 (the “TMO Agreement”):

WHEREAS, City and Concessionaire subsequently entered into five amendments:

LAA-8796A First Amendment
LAA-8796B Second Amendment
LAA-8796C Third Amendment
LAA-8796D Fourth Amendment
LAA-8796E Fifth Amendment

WHEREAS, the current term of the Agreement expires December 31, 2025;

WHEREAS the Parties wish to extend the term an additional year, increase the TMO’s Reinvestment Commitment an additional \$1.5 million dollars (\$1,500,000), and provide LAWA an option to extend for an additional year;

WHEREAS, the Mandatory Federal Terms set forth in Attachment 1 are required to be included in this Amendment;

WHEREAS, the parties recognize that major sports events are planned to occur in Los Angeles during the extended term of the Agreement, including, but not limited to, the 2026 World Cup matches scheduled to be held in Southern California (“the Events”);

WHEREAS, the parties acknowledge that the City and its Department of Airports have entered into Agreements with Third Parties to accommodate advertising, concessions and the increase in passengers and activities at Los Angeles International Airport (LAX) associated with the World Cup games;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, **BE AMENDED AS FOLLOWS**:

Section 1. The “Expiration Date” of the Agreement shall be December 31, 2026, with LAWA to have one option to extend an additional year upon 90 days written notice in advance of the expiration date.

Section 2. The “Reinvestment Commitment” set forth in Basic Information shall be increased One Million Five Hundred Thousand Dollars (\$1,500,000) from Three Million Five Hundred Thousand Dollars (\$3,500,000) to Five Million Dollars (\$5,000,000).

Section 3. Section 16.15.1 is hereby amended to add the following text:

16.15.1.1 **Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.**

Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16.15.1.2 The above provision binds the Concessionaire and subcontractors from the bid solicitation period through the completion of the contract. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration.

16.15.1.3 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Concessionaire further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Attachment 1, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Attachment 1:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

16.15.1.4 Audit of Subcontracts. LAWA may conduct a review of the Concessionaire's compliance with this section 16.15.1. Concessionaire must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Concessionaire staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

16.15.1.5 Concessionaire agrees that it shall insert the provisions found in Subsections 16.15.1.1 and 16.15.1.2, inclusive of Attachment 1, in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Concessionaire grants a right or privilege to any person, firm, or corporation under this Contract.

Section 4. This Sixth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Sixth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Sixth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Sixth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Sixth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Sixth Amendment based on the foregoing forms of signature. If this Sixth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic

Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 5. Except as amended and modified as set forth in this Sixth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, City has caused this Sixth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

HAYDEE FELDSTEIN SOTO
City Attorney

By: _____
Deputy/Assistant City Attorney

Date: _____

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer
Department of Airports

APPROVED AS TO FORM:

By: Rachel Sherman
Name: Rachel B. Sherman
Title: Associate General Counsel

JCDECAUX AIRPORT, INC.

By: Alan Sullivan / derrick TESNIERE
Name: Alan Sullivan / derrick TESNIERE
Title: Co-CEO / CFO

ATTEST:

By: Stacey Ferris Kodak
Name: Stacey Ferris Kodak
Title: Chief Development Officer



ATTACHMENT 1

CIVIL RIGHTS – TITLE VI ASSURANCES

Civil Rights – Title VI Assurances. In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and

will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.