

**FIFTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FAST  
CASUAL DINING AND BRANDED COFFEE FOOD & BEVERAGE CONCESSION  
AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND  
AREAS USA LAX, LLC**

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This FIFTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FAST CASUAL DINING AND BRANDED COFFEE FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and AREAS USA LAX, LLC (“**FIFTH AMENDMENT**”), is made and entered into as of January 1, 2025 (“**Effective Date of FIFTH AMENDMENT**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and AREAS USA LAX, LLC (“**CONCESSIONAIRE**”).

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FAST CASUAL DINING AND BRANDED COFFEE FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8964, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) and Fourth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Fifth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Fifth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.43 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this FIFTH AMENDMENT shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Fifth Amendment and any other document necessary for the consummation of the transaction contemplated by this Fifth 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 a 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 Fifth 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth 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.

IN WITNESS WHEREOF, City has caused this Fifth 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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

AREAS USA LAX, LLC

By: 

DocuSigned by:

Carlos Bernal

54484BEE0352461...

  
Signature  
  
Carlos Bernal  
\_\_\_\_\_  
Print Name  
  
CEO  
\_\_\_\_\_  
Title

AREAS USA LAX, LLC

By: 

DocuSigned by:

Richard Schneider

BBB4E1CDB2F54EB...

  
Signature  
  
Richard Schneider  
\_\_\_\_\_  
Print Name  
  
CDO  
\_\_\_\_\_  
Title

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD  
& BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS  
ANGELES AND AREAS USA LAX, LLC**

---

This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and AREAS USA LAX, LLC ("**Sixth Amendment**"), is made and entered into as of January 1, 2025 ("**Effective Date of Sixth Amendment**"), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as "**City**"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "**Board**") and AREAS USA LAX, LLC ("**CONCESSIONAIRE**").

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8546A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment and (v) Fifth Amendment thereto (as amended, the "**Agreement**") for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

"Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference ("**Concession SOP**"). CONCESSIONAIRE's breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail."

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System

2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
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12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Sixth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Sixth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.



**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this Sixth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Sixth Amendment and any other document necessary for the consummation of the transaction contemplated by 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 a 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 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.



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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

AREAS USA LAX, LLC

By: 

DocuSigned by:

Carlos Bernal

54484BEE0352461...

Signature

Carlos Bernal  
\_\_\_\_\_  
Print Name

CEO  
\_\_\_\_\_  
Title

AREAS USA LAX, LLC

By: 

DocuSigned by:

Richard Schneider

BBB4F1CDB2F64EB...

Signature

Richard Schneider  
\_\_\_\_\_  
Print Name


CDO  
\_\_\_\_\_  
Title

### ACKNOWLEDGEMENT OF GUARANTOR


The undersigned, AREAS S.A. (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC** ("Sixth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC, LAA-8546A, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Sixth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Sixth Amendment by Concessionaire.

#### "GUARANTOR"

AREAS S.A.

By:  DocuSigned by:  
E78878155E6C49B...  
Signature  
Oscar Vela  
Print Name  
Ceo WW  
Title

AREAS S.A.

By:  DocuSigned by:  
55A5963ECEEC45B...  
Signature  
Sergio Rodriguez  
Print Name  
AREAS IBERIA CEO  
Title

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD  
& BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS  
ANGELES AND AREAS USA LAX, LLC**

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This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and AREAS USA LAX, LLC (“**Sixth Amendment**”), is made and entered into as of January 1, 2025 (“**Effective Date of Sixth Amendment**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and AREAS USA LAX, LLC (“**CONCESSIONAIRE**”).

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8547A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment and (v) Fifth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

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14. Airport Operations
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19. Business tax registration
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23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
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31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Sixth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Sixth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this Sixth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Sixth Amendment and any other document necessary for the consummation of the transaction contemplated by 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 a 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 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.

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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)



AREAS USA LAX, LLC

By: 

DocuSigned by:

Carlos Bernal

544848EE0352481...

  
Signature

Carlos Bernal  
\_\_\_\_\_  
Print Name

CEO  
\_\_\_\_\_  
Title

AREAS USA LAX, LLC

By: 

DocuSigned by:

Richard Schneider

8BB4F1CDB2F54EB...

  
Signature

Richard Schneider  
\_\_\_\_\_  
Print Name


CDO  
\_\_\_\_\_  
Title

### ACKNOWLEDGEMENT OF GUARANTOR


The undersigned, AREAS S.A. (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC** ("Sixth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC, LAA-8547A, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Sixth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Sixth Amendment by Concessionaire.

#### "GUARANTOR"

AREAS S.A.

By:  E78878155E6C49B  
Signature  
  
Oscar Vela  
\_\_\_\_\_  
Print Name  
  
Ceo WW  
\_\_\_\_\_  
Title

AREAS S.A.

By:  55A5963ECEEC45B...  
Signature  
  
Sergio Rodriguez  
\_\_\_\_\_  
Print Name  
  
AREAS IBERIA CEO  
\_\_\_\_\_  
Title

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD  
& BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS  
ANGELES AND AREAS USA LAX, LLC**

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This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and AREAS USA LAX, LLC ("**Sixth Amendment**"), is made and entered into as of January 1, 2025 ("**Effective Date of Sixth Amendment**"), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as "**City**"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "**Board**") and AREAS USA LAX, LLC ("**CONCESSIONAIRE**").

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8548A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment and (v) Fifth Amendment thereto (as amended, the "**Agreement**") for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

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For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System

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7. Hours of Operation
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17. Disabled access
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22. Visual Artists' Rights Act
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25. Equal Benefits Ordinance
26. Contractor Responsibility Program
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29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

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**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this Sixth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Sixth Amendment and any other document necessary for the consummation of the transaction contemplated by 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 a 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 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.

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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

AREAS USA LAX, LLC

By:  DocuSigned by:  
544849EE0352461...  
Signature

Carlos Bernal  
\_\_\_\_\_  
Print Name

CEO  
\_\_\_\_\_  
Title

AREAS USA LAX, LLC

By:  DocuSigned by:  
BBB4F1CDB2F54EB...  
Signature

Richard Schneider  
\_\_\_\_\_  
Print Name

CDO  
\_\_\_\_\_  
Title




## ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **AREAS S.A.** (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC** ("Sixth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC, LAA-8548A, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Sixth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Sixth Amendment by Concessionaire.

### "GUARANTOR"

**AREAS S.A.**

**AREAS S.A.**

By:  DocuSigned by:  
BB7 855E6C49B...  
\_\_\_\_\_  
Signature

Oscar Vela  
\_\_\_\_\_  
Print Name

Ceo WW  
\_\_\_\_\_  
Title

By:  DocuSigned by:  
55A5963ECEE45B...  
\_\_\_\_\_  
Signature

Sergio Rodriguez  
\_\_\_\_\_  
Print Name

AREAS IBERIA CEO  
\_\_\_\_\_  
Title

**FIFTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
BRANDED COFFEE, FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC**

---

This FIFTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT BRANDED COFFEE, FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and AREAS USA LAX, LLC ("**Fifth Amendment**"), is made and entered into as of January 1, 2025 ("**Effective Date of Fifth Amendment**"), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as "**City**"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "**Board**") and AREAS USA LAX, LLC ("**CONCESSIONAIRE**").

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT BRANDED COFFEE, FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8843, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, and (iv) Fourth Amendment thereto (as amended, the "**Agreement**") for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

"Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference ("**Concession SOP**"). CONCESSIONAIRE's breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail."

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Fifth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Fifth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.43 and 16.44 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Fifth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Fifth Amendment and any other document necessary for the consummation of the transaction contemplated by this Fifth 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 a 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 Fifth 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth 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 Fifth Amendment based on the foregoing forms of signature. If this Fifth 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.

IN WITNESS WHEREOF, City has caused this Fifth 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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

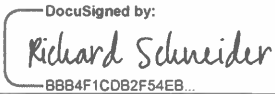
By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

AREAS USA LAX, LLC

By:  DocuSigned by:  
54484BEE0352461...  
Signature  
  
Carlos Bernal  
\_\_\_\_\_  
Print Name  
  
CEO  
\_\_\_\_\_  
Title

AREAS USA LAX, LLC

By:  DocuSigned by:  
BBB4F1CDB2F54EB...  
Signature  
  
Richard Schneider  
\_\_\_\_\_  
Print Name  
  
CDO  
\_\_\_\_\_  
Title

### ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, AREAS USA, INC. (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **FIFTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT BRANDED COFFEE, FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC** ("Fifth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT BRANDED COFFEE, FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND AREAS USA LAX, LLC, LAA-8843, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Fifth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Fifth Amendment by Concessionaire.

#### "GUARANTOR"

AREAS USA, INC.

AREAS USA, INC.

By: DocuSigned by:  
Carlos Bernal  
54484BEE0352461...  
Signature

Carlos Bernal  
Print Name

CEO  
Title

By: DocuSigned by:  
Richard Schneider  
88B4F1CDB2F54EB...  
Signature

Richard Schneider  
Print Name

CDO  
Title



**FIRST AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
TEMPORARY CONCESSION AGREEMENT IN TERMINAL 4 BETWEEN THE CITY  
OF LOS ANGELES AND AREAS USA LAX, LLC**

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This FIRST AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT TEMPORARY CONCESSION AGREEMENT IN TERMINAL 4, between the City of Los Angeles and AREAS USA LAX, LLC ("**First Amendment**"), is made and entered into as of January 1, 2025 ("**Effective Date of First Amendment**"), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as "**City**"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "**Board**") and AREAS USA LAX, LLC ("**CONCESSIONAIRE**").

**RECITALS**

WHEREAS, on June 6, 2024, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT TEMPORARY CONCESSION AGREEMENT IN TERMINAL 4, which is designated as agreement number LAA-9238, (as amended, the "**Agreement**") for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

"Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference ("**Concession SOP**"). CONCESSIONAIRE's breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail."

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication

3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this First Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this First Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First 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 a 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 First 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

IN WITNESS WHEREOF, City has caused this First 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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney


By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

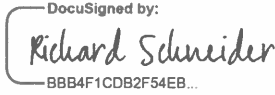
By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

AREAS USA LAX, LLC

By:    
54484BEE0352461...  
Signature  
  
Carlos Bernal  
\_\_\_\_\_  
Print Name  
  
CEO  
\_\_\_\_\_  
Title

AREAS USA LAX, LLC

By:    
BBB4F1CDB2F54EB...  
Signature  
  
Richard Schneider  
\_\_\_\_\_  
Print Name  
  
CDO  
\_\_\_\_\_  
Title

**THIRD AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT GRAB  
AND GO WITH BRANDED COFFEE, FOOD & BEVERAGE CONCESSION  
AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND CREWS  
HOSPITALITY, LLC**

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This THIRD AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT GRAB AND GO WITH BRANDED COFFEE, FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and CREWS HOSPITALITY, LLC (“Third Amendment”), is made and entered into as of January 1, 2025 (“Effective Date of Third Amendment”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “City”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “Board”) and CREWS HOSPITALITY, LLC (“CONCESSIONAIRE”).

**RECITALS**

WHEREAS, on March 5, 2020, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT GRAB AND GO WITH BRANDED COFFEE, FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-9094, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) and Second Amendment thereto (as amended, the “Agreement”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“Concession SOP”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Third Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Third Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.



**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Third Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Third Amendment and any other document necessary for the consummation of the transaction contemplated by this Third 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 a 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 Third 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this Third Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Third 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 Third Amendment based on the foregoing forms of signature. If this Third 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.

IN WITNESS WHEREOF, City has caused this Third 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:**

**CITY OF LOS ANGELES**

**HYDEE FELDSTEIN SOTO,  
City Attorney**

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

**(SIGNATURE PAGE CONTINUES)**

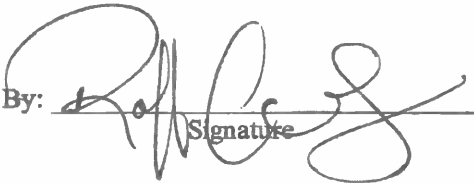
**CREWS HOSPITALITY, LLC**

By:   
Signature

Nicholas B. Crews  
Print Name

CEO/President  
Title

**CREWS HOSPITALITY, LLC**

By:   
Signature

Robert Crews III  
Print Name

Secretary  
Title

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD  
& BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS  
ANGELES AND DN DAKOTA/JME LAX 8549 PUCKS, LLC**

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This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and DN DAKOTA/JME LAX 8549 PUCKS, LLC (“**Sixth Amendment**”), is made and entered into as of January 1, 2025 (“**Effective Date of Sixth Amendment**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and DN DAKOTA/JME LAX 8549 PUCKS, LLC (“**CONCESSIONAIRE**”).

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8549, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment and (v) Fifth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Sixth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Sixth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Sixth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Sixth Amendment and any other document necessary for the consummation of the transaction contemplated by 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 a 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 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.

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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

DN DAKOTA/JME LAX 8549 PUCKS,  
LLC

By: \_\_\_\_\_  
Signature

Scott Socha  
Print Name

Group President  
Title

DN DAKOTA/JME LAX 8549 PUCKS,  
LLC

By: \_\_\_\_\_  
Signature

Robert Thormeier  
Print Name

Chief Operating Officer  
Title

### ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **DELAWARE NORTH COMPANIES, INC.**, (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND DN DAKOTA/JME LAX 8549 PUCKS, LLC** ("Sixth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND DN DAKOTA/JME LAX 8549 PUCKS, LLC, LAA-8549**, dated **October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Sixth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Sixth Amendment by Concessionaire.

#### "GUARANTOR"

DELAWARE NORTH COMPANIES,  
INC.

By:   
Signature

THOMAS BARNEY

Print Name

Its: Chairperson / President / Vice-  
President

DELAWARE NORTH COMPANIES,  
INC.

By:   
Signature

TIMOTHY G MEYER

Print Name

Its: Secretary / Asst. Sec. / CFO / Asst.  
Treas.



**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD  
& BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS  
ANGELES AND DN DAKOTA/JME LAX 8589 FARMERS, LLC**

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This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and DN DAKOTA/JME LAX 8589 FARMERS, LLC (“**Sixth Amendment**”), is made and entered into as of January 1, 2025 (“**Effective Date of Sixth Amendment**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and DN DAKOTA/JME LAX 8589 FARMERS, LLC (“**CONCESSIONAIRE**”).

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8589, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment and (v) Fifth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Sixth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Sixth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Sixth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Sixth Amendment and any other document necessary for the consummation of the transaction contemplated by 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 a 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 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.

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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

DN DAKOTA/JME LAX 8589  
FARMERS, LLC

By:   
Signature

Scott Socha  
Print Name

Group President  
Title

DN DAKOTA/JME LAX 8589  
FARMERS, LLC

By:   
Signature

Robert Thormeier  
Print Name

Chief Operating Officer  
Title

### ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **DELAWARE NORTH COMPANIES, INC.**, (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND DN DAKOTA/JME LAX 8589 FARMERS, LLC** ("Sixth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND DN DAKOTA/JME LAX 8549 FARMERS, LLC, LAA-8589, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Sixth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Sixth Amendment by Concessionaire.

#### "GUARANTOR"

DELAWARE NORTH COMPANIES,  
INC.

DELAWARE NORTH COMPANIES,  
INC.

By:   
Signature

By:   
Signature

THOMAS BARNEY  
Print Name

TIMOTHY G MCEVOY  
Print Name

Its: Chairperson / President / Vice-  
President

Its: Secretary / Asst. Sec. / CFO / Asst.  
Treas.

**FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND FRIST CLASS VENDING, INC., FOR VENDING MACHINE SERVICE AT LOS ANGELES INTERNATIONAL AIPORT AND VAN NUYS AIRPORT**

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This **FIRST AMENDMENT TO THE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND FRIST CLASS VENDING, INC., FOR VENDING MACHINE SERVICE AT LOS ANGELES INTERNATIONAL AIPORT AND VAN NUYS AIRPORT** (“First Amendment”), is made and entered into as of January 1, 2025 (“Effective Date of First Amendment”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “City”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “Board”) and FIRST CLASS VENDING, LLC (“CONCESSIONAIRE”).

**RECITALS**

WHEREAS, on July 11, 2023, City and CONCESSIONAIRE entered into the **CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND FRIST CLASS VENDING, INC., FOR VENDING MACHINE SERVICE AT LOS ANGELES INTERNATIONAL AIPORT AND VAN NUYS AIRPORT**, which is designated as agreement number LAA-9208, (as amended, the “Agreement”) for premises at Los Angeles International Airport and Van Nuys Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 36.1.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“Concession SOP”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System

2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Definitions of the Agreement are hereby amended and restated to conform with the provisions of this First Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this First Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.



**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Exhibit A-1 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First 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 a 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 First 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

IN WITNESS WHEREOF, City has caused this First 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:

CITY OF LOS ANGELES

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

FIRST CLASS VENDING, INC

By:   
Signature

Matthew Marsh  
Print Name

President  
Title

FIRST CLASS VENDING, INC

By:   
Signature

Ryan Marsh  
Print Name

VP  
Title

**SEVENTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
FOOD & BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS  
ANGELES AND HOST INTERNATIONAL, INC.**

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This SEVENTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and HOST INTERNATIONAL, INC., (“**Seventh Amendment**”), is made and entered into as of January 1, 2025 (“**Effective Date of Seventh Amendment**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and HOST INTERNATIONAL, INC., (“**CONCESSIONAIRE**”).

**RECITALS**

WHEREAS, on June 24, 2011, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8587A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment (v) Fifth Amendment and (vi) Sixth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Seventh Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Seventh Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Seventh Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Seventh Amendment and any other document necessary for the consummation of the transaction contemplated by this Seventh 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 a 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 Seventh 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this Seventh Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Seventh 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 Seventh Amendment based on the foregoing forms of signature. If this Seventh 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.

IN WITNESS WHEREOF, City has caused this Seventh 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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

HOST INTERNAITONAL, INC.

By:   
\_\_\_\_\_  
Signature

Paul Mamalian

\_\_\_\_\_  
Print Name

Its: Chairperson / President / Vice-  
President

HOST INTERNATIONAL, INC.

By:   
\_\_\_\_\_  
Signature

Jason Crandlemire

\_\_\_\_\_  
Print Name

Its: Secretary / Asst. Sec. / CFO / Asst.  
Treas.



**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD  
& BEVERAGE CONCESSION AGREEMENT BETWEEN THE CITY OF LOS  
ANGELES AND HOST INTERNATIONAL, INC.**

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This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, between the City of Los Angeles and HOST INTERNATIONAL, INC., ("**Sixth Amendment**"), is made and entered into as of January 1, 2025 ("**Effective Date of Sixth Amendment**"), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as "**City**"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "**Board**") and HOST INTERNATIONAL, INC., ("**CONCESSIONAIRE**").

**RECITALS**

WHEREAS, on June 24, 2011, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT FOOD & BEVERAGE CONCESSION AGREEMENT, which is designated as agreement number LAA-8586A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment and (v) Fifth Amendment thereto (as amended, the "**Agreement**") for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

"Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference ("**Concession SOP**"). CONCESSIONAIRE's breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail."

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Sixth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Sixth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Sixth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Sixth Amendment and any other document necessary for the consummation of the transaction contemplated by 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 a 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 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.

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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney


By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)


**HOST INTERNAITONAL, INC.**

By:   
\_\_\_\_\_  
Signature

Paul Mamalian  
\_\_\_\_\_  
Print Name

Its: Chairperson / President / Vice-  
President

**HOST INTERNATIONAL, INC.**

By:   
\_\_\_\_\_  
Signature

Jason Crandlemire  
\_\_\_\_\_  
Print Name

Its: Secretary / Asst. Sec. / CFO / Asst.  
Treas.

**NINTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND URW AIRPORTS, LLC**

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This NINTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT, between the City of Los Angeles and URW AIRPORTS, LLC (“**Ninth Amendment**”), is made and entered into as of January 1, 2025 (“**Effective Date of Ninth Amendment**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and URW AIRPORTS, LLC (“**TCM**”).

**RECITALS**

WHEREAS, on March 1, 2012, City and TCM entered into the LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT, which is designated as agreement number LAA-8613, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment, (v) Fifth Amendment, (vi) Sixth Amendment, (vii) Seventh Amendment, (viii), and Eighth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, TCM has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 1.12.3 (d).

“(d) Without limiting the foregoing, TCM shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). TCM’s or any Concessionaire’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System

2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Ninth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Ninth Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** TCM hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Ninth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Ninth Amendment and any other document necessary for the consummation of the transaction contemplated by this Ninth 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 a 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 Ninth 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this Ninth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Ninth 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 Ninth Amendment based on the foregoing forms of signature. If this Ninth 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.



IN WITNESS WHEREOF, City has caused this Ninth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and TCM 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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

URW AIRPORTS, LLC

URW AIRPORTS, LLC

By: 

DocuSigned by:

*Maral Matossian*

BF1ADDAC3DC84C8...

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Maral Matossian  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
VP, LAX  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Unanimous Written Consent  
of the Board of Managers  
of  
URW AIRPORTS, LLC**

The undersigned, being all of the members of the Board of Managers (the "Board") of URW Airports, LLC, a Delaware limited liability company (the "Company"), and being entitled to vote on the resolution hereinafter set forth as if the same had been submitted at a meeting of the Board of the Company duly called and held for the purpose of acting on such resolution, do hereby consent to the following resolution:

**OFFICERS**

RESOLVED, that the following officers shall be appointed to serve as officers of the Company as indicated, to serve in accordance with the Operating Agreement and at the direction of the Board:

<u>Name</u>	<u>Title</u>
John Kim	President and Secretary
Corinne Ponchard	Treasurer
Trent Revic	Chief Financial Officer – Airports
Dany Nasr	Group Director of Airports
David Yamamoto	Senior Vice President – Airports
Brian Petrow	Senior Vice President – Airport Operations
Brad Tollefson	Senior Vice President – Airport Development
Amy Benson	Vice President – Airports
Eric Farster	Vice President – Construction
Ian Carter	Vice President – JFK
Maral Matossian	Vice President – LAX
Alix James	Assistant Secretary
Charlotte Floyd	Assistant Secretary
Hyura Choi	Assistant Secretary
Laurie Yoo	Assistant Secretary
John Fuleras	Assistant Secretary
Paul Turbow	Assistant Secretary
Lisa Shelley	Assistant Secretary

RESOLVED FURTHER, that all actions heretofore taken by any officer of the Company prior to the date of these resolutions that is otherwise within the authority of these resolutions is hereby ratified, confirmed and approved in all respects.

**[Signatures on following page.]**

In witness whereof, the undersigned being all members of the Board of Managers of URW Airports, LLC, have executed this written consent as of April 1, 2024.

  
\_\_\_\_\_  
John Kim  
\_\_\_\_\_  
Corinne Ponchard

### ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **URW WEA LLC, a Delaware Limited Liability Company not qualified** (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **NINTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND URW AIRPORTS, LLC** ("Ninth Amendment"); (2) Guarantor is the guarantor of TCM's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND URW AIRPORTS, LLC, LAA-8613, dated March 1, 2012** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of TCM's execution of the Ninth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by TCM of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Ninth Amendment by TCM.

#### "GUARANTOR"

**URW WEA LLC, a Delaware Limited Liability Company not qualified**

By:

Signed by:  
*Aline Taireh*  
E12D51B918044F0...

Signature

Aline Taireh

Print Name

Its: Chairperson / President / Vice-President

**URW WEA LLC, a Delaware Limited Liability Company not qualified**

By:

Signature

Print Name

Its: Secretary / Asst. Sec. / CFO / Asst. Treas.

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF MANAGERS OF  
URW WEA LLC**

---

The undersigned, being all of the members of the Board of Managers (the "Board") of URW WEA LLC, a Delaware limited liability company (the "Company"), and being entitled to vote on the resolution hereinafter set forth as if the same had been submitted at a meeting of the Board of the Company duly called and held for the purpose of acting on such resolution, do hereby consent to the following resolution:

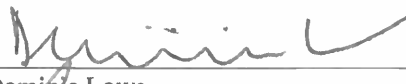
OFFICERS

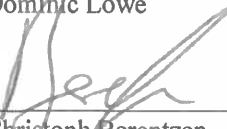
RESOLVED, that the following officers shall be appointed to serve as officers of the Company as indicated, to serve in accordance with the Operating Agreement and at the direction of the Board:

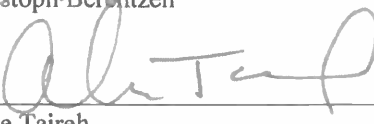
<u>Name</u>	<u>Title</u>
Dominic Lowe	Chief Operating Officer
Aline Taireh	Executive Vice President, General Counsel and Secretary
Christoph Berentzen	Chief Financial Officer, Treasurer
Alison Wais	Assistant Secretary
Hyura Choi	Assistant Secretary
Isabela Gaido	Assistant Secretary
Laurie Yoo	Assistant Secretary
John Kim	Assistant Secretary
Paul Turbow	Assistant Secretary
Lisa Shelley	Assistant Secretary
John Fuleras	Assistant Secretary
Nelson Alemany	Assistant Secretary

RESOLVED FURTHER, that all actions heretofore taken by any officer of the Company prior to the date of these resolutions that is otherwise within the authority of these resolutions is hereby ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board have executed this written consent effective as of December 31, 2021.

  
\_\_\_\_\_  
Dominic Lowe

  
\_\_\_\_\_  
Christoph Berentzen

  
\_\_\_\_\_  
Aline Taireh

  
\_\_\_\_\_  
David Zeitoun

**SEVENTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND URW AIRPORTS, LLC**

---

This SEVENTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT, between the City of Los Angeles and URW AIRPORTS, LLC (“**Seventh Amendment**”), is made and entered into as of January 1, 2025 (“**Effective Date of Seventh Amendment**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and URW AIRPORTS, LLC (“**TCM**”).

**RECITALS**

WHEREAS, on June 22, 2012, City and TCM entered into the LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT, which is designated as agreement number LAA-8640, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment (v) Fifth Amendment and (vi) Sixth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, TCM has requested City to approve an open pricing policy; and

WHEREAS the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 1.12.3(d).

“(d) Without limiting the foregoing, TCM shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). TCM’s or any Concessionaire’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System

2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Seventh Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Seventh Amendment.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.



**Amendment Section 4.** TCM hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

**Amendment Section 5.** Except as specifically provided herein, this Seventh Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

This Seventh Amendment and any other document necessary for the consummation of the transaction contemplated by this Seventh 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 a 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 Seventh 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 amendment had been delivered that had been signed using a handwritten signature. All parties to this Seventh Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Seventh 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 Seventh Amendment based on the foregoing forms of signature. If this Seventh 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.

IN WITNESS WHEREOF, City has caused this Seventh Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and TCM 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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

Deputy/Assistant City Attorney

Date: \_\_\_\_\_

Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

URW AIRPORTS, LLC

URW AIRPORTS, LLC

By:    
 DocuSigned by:   
 Maral Matossian   
 BF1ADDAC3DC84C8   
 Signature

By: \_\_\_\_\_   
 Signature

Maral Matossian   
 \_\_\_\_\_   
 Print Name

\_\_\_\_\_   
 Print Name

VP, LAX   
 \_\_\_\_\_   
 Title

\_\_\_\_\_   
 Title

**Unanimous Written Consent  
of the Board of Managers  
of  
URW AIRPORTS, LLC**

The undersigned, being all of the members of the Board of Managers (the "Board") of URW Airports, LLC, a Delaware limited liability company (the "Company"), and being entitled to vote on the resolution hereinafter set forth as if the same had been submitted at a meeting of the Board of the Company duly called and held for the purpose of acting on such resolution, do hereby consent to the following resolution:

**OFFICERS**


RESOLVED, that the following officers shall be appointed to serve as officers of the Company as indicated, to serve in accordance with the Operating Agreement and at the direction of the Board:

<u><b>Name</b></u>	<u><b>Title</b></u>
John Kim	President and Secretary
Corinne Ponchard	Treasurer
Trent Revic	Chief Financial Officer – Airports
Dany Nasr	Group Director of Airports
David Yamamoto	Senior Vice President – Airports
Brian Petrow	Senior Vice President – Airport Operations
Brad Tollefson	Senior Vice President – Airport Development
Amy Benson	Vice President – Airports
Eric Farster	Vice President – Construction
Ian Carter	Vice President – JFK
Maral Matossian	Vice President – LAX
Alix James	Assistant Secretary
Charlotte Floyd	Assistant Secretary
Hyura Choi	Assistant Secretary
Laurie Yoo	Assistant Secretary
John Fuleras	Assistant Secretary
Paul Turbow	Assistant Secretary
Lisa Shelley	Assistant Secretary

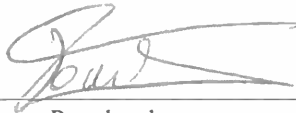
RESOLVED FURTHER, that all actions heretofore taken by any officer of the Company prior to the date of these resolutions that is otherwise within the authority of these resolutions is hereby ratified, confirmed and approved in all respects.

**[Signatures on following page.]**

In witness whereof, the undersigned being all members of the Board of Managers of URW Airports, LLC, have executed this written consent as of April 1, 2024.

A handwritten signature in black ink, appearing to be 'John Kilm', written over a horizontal line.

John Kilm

A handwritten signature in black ink, appearing to be 'Corinne Ponchard', written over a horizontal line.

Corinne Ponchard

### ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **URW WEA LLC, a Delaware Limited Liability Company not qualified** (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SEVENTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND URW AIRPORTS, LLC** ("Seventh Amendment"); (2) Guarantor is the guarantor of TCM's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND URW AIRPORTS, LLC, LAA-8640, dated June 22, 2012** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of TCM's execution of the **NINTH AMENDMENT** and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by TCM of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Seventh Amendment by TCM.

#### "GUARANTOR"

**URW WEA LLC, a Delaware Limited Liability Company not qualified**

**URW WEA LLC, a Delaware Limited Liability Company not qualified**

By:    
 Signed by: E12D51B918044F0...   
 \_\_\_\_\_   
 Signature   
 Aline Taïreh   
 \_\_\_\_\_   
 Print Name

By: \_\_\_\_\_   
 Signature   
 \_\_\_\_\_   
 Print Name

Its: Chairperson / President / Vice-President

Its: Secretary / Asst. Sec. / CFO / Asst. Treas.

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF MANAGERS OF  
URW WEA LLC**

The undersigned, being all of the members of the Board of Managers (the "Board") of URW WEA LLC, a Delaware limited liability company (the "Company"), and being entitled to vote on the resolution hereinafter set forth as if the same had been submitted at a meeting of the Board of the Company duly called and held for the purpose of acting on such resolution, do hereby consent to the following resolution:

OFFICERS

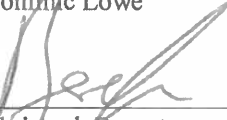
RESOLVED, that the following officers shall be appointed to serve as officers of the Company as indicated, to serve in accordance with the Operating Agreement and at the direction of the Board:

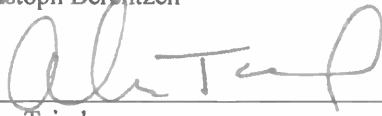
<u>Name</u>	<u>Title</u>
Dominic Lowe	Chief Operating Officer
Aline Taireh	Executive Vice President, General Counsel and Secretary
Christoph Berentzen	Chief Financial Officer, Treasurer
Alison Wais	Assistant Secretary
Hyura Choi	Assistant Secretary
Isabela Gaido	Assistant Secretary
Laurie Yoo	Assistant Secretary
John Kim	Assistant Secretary
Paul Turbow	Assistant Secretary
Lisa Shelley	Assistant Secretary
John Fuleras	Assistant Secretary
Nelson Alemany	Assistant Secretary

RESOLVED FURTHER, that all actions heretofore taken by any officer of the Company prior to the date of these resolutions that is otherwise within the authority of these resolutions is hereby ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board have executed this written consent effective as of December 31, 2021.

  
\_\_\_\_\_  
Dominic Lowe

  
\_\_\_\_\_  
Christoph Berentzen

  
\_\_\_\_\_  
Aline Taireh

  
\_\_\_\_\_  
David Zeitoun

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC**

---

This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, between the City of Los Angeles and HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC (“**SIXTH AMENDMENT**”), is made and entered into as of January 1, 2025 (“**Effective Date of SIXTH AMENDMENT**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and the following parties (collectively, “**Concessionaire**”): (i) HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions.

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, which is designated as agreement number LAA-8550A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, and (iv) Fourth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS, the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any



conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this SIXTH AMENDMENT, to the extent that the provisions in the Basic Information have been modified by the provisions of this SIXTH AMENDMENT.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other

under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this SIXTH AMENDMENT shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

**Amendment Section 6.** The following parties hereto are jointly and severally liable for the obligations of the Agreement as amended by this Sixth amendment: (i) HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions.

This SIXTH AMENDMENT and any other document necessary for the consummation of the transaction contemplated by 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 associate 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 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.

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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

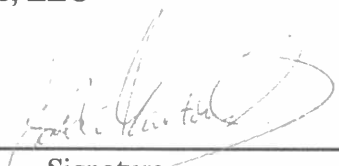
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

**HUDSON-MAGIC JOHNSON  
ENTERPRISES-CONCOURSE  
VENTURES, LLC**

By:   
Signature

Jordi Martin-Consuegra  
Print Name

Its: Authorized Signatory

**Hudson Group (HG) Retail, LLC**

By:   
Signature

Jordi Martin-Consuegra  
Print Name

Its: Authorized Signatory

**MJ Airport Holdings, LLC**

By:   
Signature

Christina Francis

Print Name

Its: Authorized Signatory

**Concourse Ventures, Inc.**

By:   
Signature

Dale Mason Cochran

Print Name

Its: Authorized Signatory

**Stewart Manhattan Investments, Inc.  
d/b/a Palazzo Concessions**

By:   
Signature

Simeon R Stewart II

Print Name

Its: Authorized Signatory

## ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **HUDSON GROUP (HG) RETAIL, LLC**, (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC** ("SIXTH AMENDMENT"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC, LAA-8550A, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the SIXTH AMENDMENT and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the SIXTH AMENDMENT by Concessionaire.

### "GUARANTOR"

**HUDSON GROUP (HG) RETAIL, LLC    HUDSON GROUP (HG) RETAIL, LLC**

By: \_\_\_\_\_

Signature

Jordi Martin-Consuegra

Print Name

President

Title

By: \_\_\_\_\_

Signature

Paul Mamalian

Print Name

Secretary

Title

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND LAX RETAIL MAGIC 2 JV**

---

This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, between the City of Los Angeles and LAX RETAIL MAGIC 2 JV (“**SIXTH AMENDMENT**”), is made and entered into as of January 1, 2025 (“**Effective Date of SIXTH AMENDMENT**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and the following parties (collectively, “**Concessionaire**”): (i) LAX RETAIL MAGIC 2 JV, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions, (vi) Z Venture Capital Frontiers, Inc. d/b/a The Zaman Group, (vii) Soto & Sanchez Investments, Inc.

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, which is designated as agreement number LAA-8551A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment, and (vi) Sixth amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS, the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any

conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this SIXTH AMENDMENT, to the extent that the provisions in the Basic Information have been modified by the provisions of this SIXTH AMENDMENT.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other

under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this SIXTH AMENDMENT shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

**Amendment Section 6.** The following parties hereto are jointly and severally liable for the obligations of the Agreement as amended by this Sixth amendment: (i) LAX RETAIL MAGIC 2 JV, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions, (vi) Z Venture Capital Frontiers, Inc. d/b/a The Zaman Group, (vii) Soto & Sanchez Investments, Inc.

This SIXTH AMENDMENT and any other document necessary for the consummation of the transaction contemplated by 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 associate 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 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.



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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)

**LAX RETAIL MAGIC 2 JV**

By: \_\_\_\_\_

Signature

Jordi Martin-Consuegra

Print Name

Its: Authorized Signatory

**Hudson Group (HG) Retail, LLC**

By: \_\_\_\_\_

Signature

Jordi Martin-Consuegra

Print Name

Its: Authorized Signatory

**MJ Airport Holdings, LLC**

By: \_\_\_\_\_

DocuSigned by:

Christina Francis

81004E6EA5684B7

Signature

Christina Francis

Print Name

Its: Authorized Signatory

**Concourse Ventures, Inc.**

By: \_\_\_\_\_

DocuSigned by:

Dale Mason

0520EFAF190B40F...

Signature

Dale Mason Cochran

Print Name

Its: Authorized Signatory

**Stewart Manhattan Investments, Inc.  
d/b/a Palazzo Concessions**

By: \_\_\_\_\_

Signed by:

Simeon R. Stewart II

1755F66C02604BB...

Signature

Simeon R. Stewart II

Print Name

Its: Authorized Signatory

**Z Venture Capital Frontiers, Inc. d/b/a The  
Zaman Group**

By: \_\_\_\_\_

DocuSigned by:

Karim Zaman

B5E3DA56F34C47F

Signature

Karim Zaman

Print Name

Its: Authorized Signatory

**Soto & Sanchez Investments, Inc.**

By: \_\_\_\_\_

Signed by:

Manuel Soto III

889C82263055480...

Signature

Manuel Soto III

Print Name

Its: Authorized Signatory

## ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **HUDSON GROUP (HG) RETAIL, LLC**, (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LAX RETAIL MAGIC 2 JV ("SIXTH AMENDMENT")**; (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LAX RETAIL MAGIC 2 JV, LAA-8551A, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the **SIXTH AMENDMENT** and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the **SIXTH AMENDMENT** by Concessionaire.

### "GUARANTOR"

**HUDSON GROUP (HG) RETAIL, LLC    HUDSON GROUP (HG) RETAIL, LLC**

By: 

Signature

Jordi Martin-Consuegra

Print Name

President

Title

By: 

Signature

Paul Mamalian

Print Name

Secretary

Title

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND LAX RETAIL MAGIC 3-4 JV**

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This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, between the City of Los Angeles and LAX RETAIL MAGIC 3-4 JV (“**SIXTH AMENDMENT**”), is made and entered into as of January 1, 2025 (“**Effective Date of SIXTH AMENDMENT**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and the following parties (collectively, “**Concessionaire**”): (i) LAX RETAIL MAGIC 3-4 JV, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions, (vi) Z Venture Capital Frontiers, Inc. d/b/a The Zaman Group.

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, which is designated as agreement number LAA-8552A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment, and (v) Sixth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS, the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this SIXTH AMENDMENT, to the extent that the provisions in the Basic Information have been modified by the provisions of this SIXTH AMENDMENT.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing

representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this SIXTH AMENDMENT shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

**Amendment Section 6.** The following parties hereto are jointly and severally liable for the obligations of the Agreement as amended by this Sixth amendment: (i) LAX RETAIL MAGIC 3-4 JV, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions, (vi) Z Venture Capital Frontiers, Inc. d/b/a The Zaman Group.

This SIXTH AMENDMENT and any other document necessary for the consummation of the transaction contemplated by 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 associate 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 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.

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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

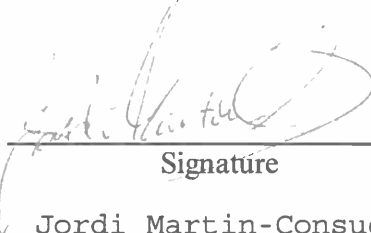
By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

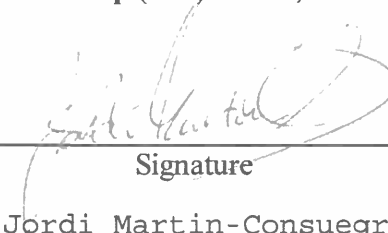
By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)


**LAX RETAIL MAGIC 3-4 JV**

By:   
Signature  
Jordi Martin-Consuegra  
Print Name  
Its: Authorized Signatory

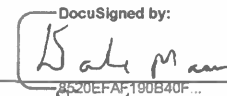
**Hudson Group (HG) Retail, LLC**

By:   
Signature  
Jordi Martin-Consuegra  
Print Name  
Its: Authorized Signatory

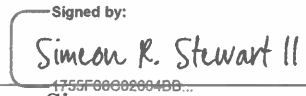
**MJ Airport Holdings, LLC**

By:   
Signature  
Christina Francis  
Print Name  
Its: Authorized Signatory


**Concourse Ventures, Inc.**

By:   
Signature  
Dale Mason Cochran  
Print Name  
Its: Authorized Signatory

**Stewart Manhattan Investments, Inc.  
d/b/a Palazzo Concessions**

By:   
Signature  
Simeon R. Stewart II  
Print Name  
Its: Authorized Signatory

**Z Venture Capital Frontiers, Inc. d/b/a The  
Zaman Group**

By:   
Signature  
Karim Zaman  
Print Name  
Its: Authorized Signatory



## ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **HUDSON GROUP (HG) RETAIL, LLC**, (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LAX RETAIL MAGIC 3-4 JV** ("SIXTH AMENDMENT"); (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LAX RETAIL MAGIC 3-4 JV, LAA-8552A, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the SIXTH AMENDMENT and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the SIXTH AMENDMENT by Concessionaire.

### "GUARANTOR"

**HUDSON GROUP (HG) RETAIL, LLC**

By: 

Signature

Jordi Martin-Consuegra

Print Name

President

Title

**HUDSON GROUP (HG) RETAIL, LLC**

By: 

Signature

Paul Mamalian

Print Name

Secretary

Title

**SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT  
RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND LAX RETAIL MAGIC 3-4 JV**

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This SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, between the City of Los Angeles and LAX RETAIL MAGIC 3-4 JV (“**SIXTH AMENDMENT**”), is made and entered into as of January 1, 2025 (“**Effective Date of SIXTH AMENDMENT**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and the following parties (collectively, “**Concessionaire**”): (i) LAX RETAIL MAGIC 3-4 JV, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions, (vi) Z Venture Capital Frontiers, Inc. d/b/a The Zaman Group.

**RECITALS**

WHEREAS, on October 21, 2010, City and CONCESSIONAIRE entered into the LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT, which is designated as agreement number LAA-8542A, as amended by the (i) First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement (ii) Second Amendment, (iii) Third Amendment, (iv) Fourth Amendment, and (v) Sixth Amendment thereto (as amended, the “**Agreement**”) for premises at Los Angeles International Airport; and

WHEREAS, CONCESSIONAIRE has requested City to approve an open pricing policy; and

WHEREAS, the parties wish to amend the Agreement so that certain requirements under the Agreement will hereinafter be set forth in an airport-wide policy for uniform interpretation and application for all similarly-situated concessionaires; and

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:

**Amendment Section 1.** The Agreement is hereby amended to add the following section 3.10.1.

“Without limiting the foregoing, CONCESSIONAIRE shall comply with the Los Angeles International Airport and Van Nuys Airport Concessions Standard Operating Procedures approved by the Board of Airport Commissioners (as such rules may be amended from time), which rules are hereby incorporated herein by reference (“**Concession SOP**”). CONCESSIONAIRE’s breach of such Concession SOP shall be deemed a material breach of this Agreement. If there is any conflict between the Concession SOP and this Agreement, then the terms of the Concession SOP shall prevail.”

For the avoidance of doubt, the Concession SOPs include but are not limited to:

1. Public Address System
2. Wireless Communication
3. Pricing
4. Utilities
5. Refuse Removal
6. Other Fees & Charges
7. Hours of Operation
8. Deliveries; Access & Coordination
9. Removal of Garbage & Refuse
10. Prohibited Acts
11. Taxes
12. Licenses & Permits
13. Compliance with Laws
14. Airport Operations
15. Pest Control
16. Other Provisions
17. Disabled access
18. Child Support Orders
19. Business tax registration
20. Non-Discrimination & Affirmative Action Provisions
21. Security - General
22. Visual Artists' Rights Act
23. Living Wage Ordinance General Provisions
24. Service Contract Worker Retention Ordinance
25. Equal Benefits Ordinance
26. Contractor Responsibility Program
27. First Source Hiring Program for Airport Employees
28. Environmentally Favorable Options
29. Municipal Lobbying Ordinance
30. Labor Peace Agreement
31. Alternative Fuel Vehicle Requirement Program
32. City Events.

**Amendment Section 2.** The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this SIXTH AMENDMENT, to the extent that the provisions in the Basic Information have been modified by the provisions of this SIXTH AMENDMENT.

**Amendment Section 3.** The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing

representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

**Amendment Section 4.** CONCESSIONAIRE hereby re-certifies all of its representations and warranties under Section 16.42 and 16.43 of the Agreement, including all of their subsections.

**Amendment Section 5.** Except as specifically provided herein, this SIXTH AMENDMENT shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

**Amendment Section 6.** The following parties hereto are jointly and severally liable for the obligations of the Agreement as amended by this Sixth amendment: (i) LAX RETAIL MAGIC 3-4 JV, (ii) Hudson Group (HG) Retail, LLC, (iii) MJ Airport Holdings, LLC, (iv) Concourse Ventures, Inc., (v) Stewart Manhattan Investments, Inc. d/b/a Palazzo Concessions, (vi) Z Venture Capital Frontiers, Inc. d/b/a The Zaman Group.

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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:**

**CITY OF LOS ANGELES**

HYDEE FELDSTEIN SOTO,  
City Attorney

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

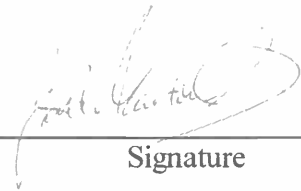
By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

Date: \_\_\_\_\_

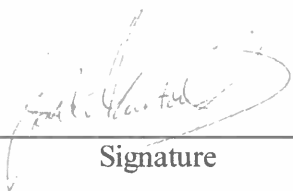
By: \_\_\_\_\_  
Chief Financial Officer

(SIGNATURE PAGE CONTINUES)


**LAX RETAIL MAGIC 3-4 JV**

By:   
Signature  
Jordi Martin-Consuegra  
Print Name  
Its: Authorized Signatory


**Hudson Group (HG) Retail, LLC**

By:   
Signature  
Jordi Martin-Consuegra  
Print Name  
Its: Authorized Signatory

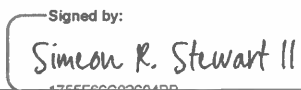
**MJ Airport Holdings, LLC**

By:   
Signature  
Christina Francis  
Print Name  
Its: Authorized Signatory


**Concourse Ventures, Inc.**

By:   
Signature  
Dale Mason Cochran  
Print Name  
Its: Authorized Signatory

**Stewart Manhattan Investments, Inc.  
d/b/a Palazzo Concessions**

By:   
Signature  
Simeon R. Stewart II  
Print Name  
Its: Authorized Signatory

**Z Venture Capital Frontiers, Inc. d/b/a The  
Zaman Group**

By:   
Signature  
Karim Zaman  
Print Name  
Its: Authorized Signatory

## ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, **HUDSON GROUP (HG) RETAIL, LLC**, (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing **SIXTH AMENDMENT TO THE LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LAX RETAIL MAGIC 3-4 JV ("SIXTH AMENDMENT")**; (2) Guarantor is the guarantor of Concessionaire's obligations under the **LOS ANGELES INTERNATIONAL AIRPORT RETAIL CONCESSION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LAX RETAIL MAGIC 3-4 JV, LAA-8542A, dated October 21, 2010** (as amended, "Agreement"), pursuant to that certain Concession Guaranty executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the **SIXTH AMENDMENT** and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the **SIXTH AMENDMENT** by Concessionaire.

### "GUARANTOR"

**HUDSON GROUP (HG) RETAIL, LLC    HUDSON GROUP (HG) RETAIL, LLC**

By: \_\_\_\_\_

Signature

Jordi Martin-Consuegra

Print Name

President

Title

By: \_\_\_\_\_

Signature

Paul Mamalian

Print Name

Secretary

Title