

**FOURTH AMENDMENT TO THE NON-EXCLUSIVE CONCESSION  
AGREEMENT BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF  
AIRPORTS  
AND BOINGO WIRELESS INC.  
FOR WIRELESS FIDELITY (WI-FI) INTERNET ACCESS SERVICE AT LAX**

THIS FOURTH AMENDMENT TO THE NON-EXCLUSIVE CONCESSION AGREEMENT (this "Fourth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") between the City of Los Angeles, acting by and through its Board of Airport Commissioners ("Board") of the Los Angeles World Airports ("LAWA"), a department of the City of Los Angeles (collectively, "City"), and BOINGO WIRELESS INC. ("Concessionaire"). City and Concessionaire are each a "Party" to this Fourth Amendment, and collectively are referred to herein as "Parties." Los Angeles International Airport is referred to herein as "LAX."

**RECITALS**

The Parties hereby acknowledge and agree that their respective decisions to enter into this First Amendment are premised on the following recitals which set forth certain facts upon which the Parties agree:

A. City and Consultant entered into a Non-Exclusive Concession Agreement dated June 29, 2015, for Wireless Fidelity (Wi-Fi) Internet Access at LAX (Contract No. LAA-8862, referred to herein as "the Contract"). Unless otherwise specified, all capitalized terms in this First Amendment shall have their meanings as set forth in the Contract. The Contract was a seven-year, Non-Exclusive Concession Agreement to upgrade, manage, and operate the Wi-Fi network at LAX for estimated revenue of \$5,900,000 over the term.

B. On April 20, 2017, the Board approved the First Amendment to Concession Agreement LAA-8862 to reduce the base annual fee by \$400,000 per year and credit Boingo \$65,000 for constructing additional wireless access points to support Mobile Passport in the Tom Bradley International Terminal at LAX.

C. On May 21, 2020, due to a decline in revenue resulting from COVID-19 travel restrictions, the Board approved a Second Amendment to Concession Agreement LAA-8862 to allow revision of payment terms to allow Boingo to pay monthly payments of 50 percent of gross revenue for April, May, and June 2020 instead of the Base Annual Fee.

D. On March 24, 2021, due to a decline in revenue resulting from COVID-19 travel restrictions, the Board approved the Third Amendment to Concession Agreement LAA-8862 with Boingo Wireless, Inc. to allow for revision of payment terms to allow Boingo to pay the lower of 40 percent of gross revenues or 1/12<sup>th</sup> of the Base Annual Fee for the rent relief period ending June 30, 2021. This agreement expires on June 30, 2022.

- E. The Parties now desire to amend the Contract to add an additional 18 months of term.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.** Section 2.2 shall be deleted in its entirety and replaced with the following:

“2.2 Termination Date. The Termination Date of the Agreement is December 30, 2023, subject however, to earlier termination as provided elsewhere in this Agreement, including but not limited to, LAWA's right to unilaterally cancel the Agreement after year five subject to a buy-out of undepreciated Qualified Investments as set forth below.”

**Section 2. Effect of This Fourth Amendment.** Except as modified by this Fourth Amendment, the Contract is hereby ratified and confirmed and all other terms of the Contract shall remain in full force and effect, unaltered and unchanged by this Fourth Amendment. If there is any unresolvable conflict between the provisions of this Fourth Amendment and the provisions of the Contract, the provisions of the Contract shall prevail. Whether or not specifically amended by this Fourth Amendment, all terms and provisions of the Contract are amended to the extent necessary to give effect to the purpose and intent of this Fourth Amendment.

**Section 3. Integration; No Third Party Beneficiaries.** No provisions of the Fourth Amendment may be further amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. Except as expressly provided for herein, this Fourth Amendment is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

**Section 4. Governing Law; Interpretation.** This Fourth Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Contract and this Fourth Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Fourth Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto.

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**Section 5. Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Fourth Amendment attached thereto.

**SIGNATURE BLOCKS**


IN WITNESS WHEREOF, the parties hereto have themselves or through their duly authorized officers caused this Fourth Amendment to be executed as of the day and year herein below written.

**APPROVED AS TO FORM:**

Michael N. Feuer, City Attorney

**CITY OF LOS ANGELES**

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

By: 

Deputy/Assistant City Attorney

By \_\_\_\_\_

Chief Executive Officer

Department of Airports

**ATTEST:**

By   
Secretary (Signature)

Peter Hovenier

Print Name

CFO

[SEAL]

**BOINGO WIRELESS, INC.**

By   
Signature

Mike Finley

Print Name

CEO