

THIS AMENDMENT TO THE CONTRACT DOCUMENTS FOR THE CONSOLIDATED RENT-A-CAR FACILITY, INCLUDING ALL EXHIBITS, APPENDICES AND INCORPORATIONS BY REFERENCE ("**Amendment No. 2**") dated _____, 2024 (the "**Effective Date**") is made by and between the City of Los Angeles Department of Airports, known as Los Angeles World Airports ("**LAWA**") and LA GATEWAY PARTNERS, LLC ("**Developer**") (collectively the "**Parties**" and individually a "**Party**") and amends that certain Design-Build-Finance-Operate-Maintain Agreement between LAWA and the Developer dated as of November 6, 2018, as previously amended (the "**DBFOM Agreement**"). Capitalized terms used but not defined herein shall have the meanings assigned to them by Exhibit 1 to the Agreement or as otherwise provided for by the Contract Documents. Any capitalized terms used herein and not otherwise defined by the Contract Documents shall have the meanings ascribed to them in this Amendment No. 2.

WHEREAS:

A. This Amendment is made pursuant to Section 23.2 of the Agreement.

NOW THEREFORE THIS WRITTEN INSTRUMENT AMENDS THE CONTRACT DOCUMENTS AS FOLLOWS:

1. The Parties previously executed Change Order No. 85 ("CO 085"), dated July 31, 2023, in response to Directive Letter No. 0029. CO 085 incorporated a modified Exhibit 10B (Interface Obligations – Consolidated Rent-a-Car Facility and Cellular Communications System) to the DBFOM Agreement reflecting a reduction in the scope of the Private Carrier Work. Task Orders TO-00.002.01 and TO-00.002.01 incorporated the final pricing estimate for the Private Carrier Work, totaling \$6,785,457.
2. Accordingly, the Parties acknowledge and agree that the Developer has completed all Private Carrier Work required under the DBFOM Agreement, and hereby desire to amend the DBFOM Agreement by reducing the amount of the Private Carrier Allowance set forth in Section 11.9.1 of the DBFOM Agreement from the original \$16,500,000 and replacing such amount with the final Private Carrier Allowance total of \$6,785,457.
3. The Parties further acknowledge and agree that the amount of reduction in the Private Carrier Allowance, equal to \$9,714,543, will be retained by LAWA to be utilized in LAWA's sole discretion, and no reductions or other adjustments will be made pursuant to Section 11.7(a) of the DBFOM Agreement to the D&C Payments and Availability

Payments calculated in accordance with Article 11 and Exhibit 4 of the DBFOM Agreement.

4. The Parties acknowledge and agree that the Drive Aisle Allowance required by the DBFOM Agreement was not utilized for the Project. Accordingly, the Parties desire to amend the DBFOM Agreement to eliminate references to the Drive Aisle Allowance and all requirements associated therewith, including the following:
 - a. The reference to the Drive Aisle Allowance in Section 11.7(a) of the DBFOM Agreement is deleted;
 - b. Section 11.10 of the DBFOM Agreement is deleted in its entirety; and
 - c. Exhibit 2A-17 (Drive Aisle Pricing Sheet) to the DBFOM Agreement is deleted in its entirety.
5. The Parties further acknowledge and agree that the full amount of Drive Aisle Allowance set forth in Exhibit 2A-17, equal to \$3,050,000, will be retained by LAWA to be utilized in LAWA's sole discretion, and no reductions or other adjustments will be made pursuant to Section 11.7(a) of the DBFOM Agreement to the D&C Payments and Availability Payments calculated in accordance with Article 11 and Exhibit 4 of the DBFOM Agreement.
6. In the event there is a conflict, inconsistency, or incongruity between the terms and conditions of the DBFOM Agreement and this Amendment, the provisions of this Amendment shall govern and control.
7. This Settlement Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all of the Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original, or electronic form.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

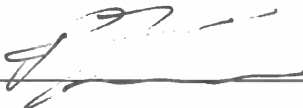
Los Angeles World Airports

By: _____

Name:

Title: Chief Executive Officer

LA GATEWAY PARTNERS, LLC

By:  _____

Name: Patrick Freer

Title: Responsible Officer

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

Date: _____

By: _____
Deputy City Attorney