

**SECOND AMENDMENT TO AGREEMENT NO. DA-5495 BETWEEN THE  
CITY OF LOS ANGELES AND TOM BRADLEY INTERNATIONAL  
TERMINAL EQUIPMENT COMPANY FOR PROVIDING EQUIPMENT  
MAINTENANCE SERVICES AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS SECOND AMENDMENT TO AGREEMENT NO. DA-5495 (“Second Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“City” or “LAWA”) and Tom Bradley International Terminal Equipment Company (“TBITEC”) for providing equipment maintenance services at Los Angeles International Airport (“Airport” or “LAX”). TBITEC and City are each a “Party” to this Agreement, and collectively are referred to herein as “Parties.”

**RECITALS**

- A. TBITEC and City entered into that certain Los Angeles International Airport Tom Bradley International Terminal Equipment Company Lease and License Agreement LAA-8600 dated September 16, 2011 (the “Original Agreement”), in which TBITEC leased from City, and City leased to TBITEC, certain space in the Tom Bradley International Terminal (“TBIT”) of the Airport and licensed to TBITEC Aeronautical Equipment (as defined in the Original Agreement), for the purpose of operation and maintenance for the benefit of Member Air Carriers and Non-Member Air Carriers. The Original Agreement was amended by that certain First Amendment to the Los Angeles International Airport Tom Bradley International Terminal Equipment Company Lease and License Agreement dated June 27, 2013 (“First Amendment”), in which City leased to TBITEC, certain space in Terminal 2 (“T2”) and other airport areas and licensed to TBITEC additional Aeronautical Equipment. The Original Agreement was amended further by that certain Second Amendment dated July 9, 2015 (“Second Amendment”), in which City leased to TBITEC certain space in Terminal 3 (“T3”) and other airport areas and licensed to TBITEC additional Aeronautical Equipment, for the purpose of providing services as further described therein. The Original Agreement as amended and modified by the First Amendment and the Second Amendment is referred to herein as the “Prior Agreement”.
- B. TBITEC and City amended and restated the Prior Agreement in the Amended and Restated Lease and License Agreement dated January 26, 2017 in order for TBITEC to lease, operate, and maintain certain space and license City-owned equipment at the Airport in TBIT, TBIT North, West, and East Tunnels (“TBIT Tunnels”), the Midfield Satellite Concourse (“MSC”) and Terminal 5 (“First Amended and Restated Agreement”).
- C. City and TBITEC amended and restated the First Amended and Restated Agreement in the Second Amended and Restated Lease and License Agreement No. LAA-8600 (“Second Amended and Restated Agreement”), effective May 3, 2021, under which TBITEC leased, operates, and maintains certain space and

licenses City-owned equipment at the Airport in the TBIT Tunnels, the MSC, the Terminal 5 baggage handling system, and the North Baggage Handling System Building. The Second Amended and Restated Agreement removed the majority of premises and airline equipment TBITEC leased and licensed from City and effectively transferred the majority of the operation and maintenance obligations of Agreement No. LAA-8600 to Agreement No. DA-5495 dated April 21, 2021 between the City of Los Angeles and Tom Bradley International Terminal Equipment Company for providing Equipment Maintenance Services at Los Angeles International Airport, as amended by the First Amendment to Agreement No. DA-5495A dated August 10, 2023 (collectively, the "Agreement"). Effective April 21, 2021, the Agreement replaced the Second Amended and Restated Agreement with regard to the majority of TBITEC's role in operating and maintaining the aeronautical equipment, systems, facilities, and services.

- D. The Second Amended and Restated Agreement terminated effective as of June 20, 2023.
- E. The Parties desire to amend the provisions of the Agreement as set forth herein.

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 hereby mutually agree that the Agreement shall BE AMENDED AS FOLLOWS:

Section 1. Section 1.1 of the Agreement shall be deleted and replaced with the following:

"This Agreement shall commence on April 21, 2021 ("Commencement Date") and shall terminate on October 20, 2024, unless earlier terminated pursuant to the terms of this Agreement; provided, however, City shall have the option to extend this Agreement for an additional six (6) months to a period ending on April 20, 2025, with such option to be exercised in the sole discretion of the Chief Executive Officer."

Section 2. Subsection 1.2 of the Agreement shall be deleted and replaced with the following:

"Upon the termination or expiration of this Agreement as set forth herein, or upon City's notice to TBITEC that it will reduce one or more Services, TBITEC and City shall cooperate to facilitate an orderly and uninterrupted transition of the responsibilities hereunder to City, or to another provider of Services of the type required under this Agreement. TBITEC shall be required to assist in the transition of Services, which transition may occur in phases based on subcontractors, terminals, services, or by some other plan to minimize service disruptions set forth by LAWA. TBITEC shall assist the City and new service provider for a period up to one-hundred eighty (180) days from the commencement date of the contract by the new service provider. TBITEC shall account to

City for all matters outstanding with respect to this Agreement in accordance with this Section 1.2 and City shall promptly remit to TBITEC all amounts due to TBITEC from City which are payable pursuant to this Agreement through the completion of the duties of TBITEC set forth herein. TBITEC shall comply with all reasonable requests and requirements of City in connection with such termination or expiration, and in furtherance of that end, TBITEC shall deliver to City the following:"

Section 3. The first sentence of Section 5.1 of the Agreement shall be deleted and replaced with the following:

"The compensation to TBITEC shall not to exceed Two Hundred and Fifty Million Dollars (\$250,000,000) for the term of the Agreement."

Section 4. This Second 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 agreement, 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 Second 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 Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second 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 Second Amendment based on the foregoing forms of signature. If this Second 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.

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**APPROVED AS TO FORM:**  
HYDEE FELDSTEIN SOTO,  
City Attorney

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

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

Deputy/Assistant City Attorney

**CITY OF LOS ANGELES**

By \_\_\_\_\_

Beatrice C. Hsu  
Interim Chief Executive Officer  
Department of Airports

By \_\_\_\_\_

Chief Financial Officer

ATTEST:

**TOM BRADLEY INTERNATIONAL  
TERMINAL EQUIPMENT COMPANY**

By   
Secretary (Signature)

David Thomas  
Print Name

[SEAL]

By   
Signature

Sheila O'Neil  
Print Name