

**LOS ANGELES INTERNATIONAL AIRPORT
COMMON USE LOUNGE
CONCESSION AGREEMENT**

By and between

**THE CITY OF LOS ANGELES,
DEPARTMENT OF AIRPORTS**

and

AD PARTNERSHIP, LLC.

Dated _____, 2024

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**LOS ANGELES INTERNATIONAL AIRPORT
COMMON USE LOUNGE CONCESSION AGREEMENT**

THIS LOS ANGELES INTERNATIONAL AIRPORT COMMON USE LOUNGE CONCESSION AGREEMENT (this “**Agreement**”) is made and entered into as of [____], 2024, by and between **THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS**, a municipal corporation (“**City**”), acting by order of and through its Board of Airport Commissioners (“**Board**”), and AD Partnership, LLC. (“**Operator**”), a Texas Limited Liability Company, with reference to the following Basic Information and the following Recitals.

BASIC INFORMATION

The following Basic Information (“**Basic Information**”) contains a summary of certain information contained in this Agreement, and such Basic Information is subject to further explanation or definition elsewhere in this Agreement. The initially-capitalized terms used in this Agreement shall have the respective meanings ascribed to such terms in this Agreement, unless the context otherwise requires. The Basic Information and this Agreement are and shall be construed as a single instrument and are referred to herein as the “**Agreement**.”

Agreement Date:	[____], 2024
City:	THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation, acting by order of and through its Board of Airport Commissioners
City’s Address:	City of Los Angeles, LAWA 1 World Way Post Office Box 54078 Los Angeles, California 90045-0078 or such other address as may be designated in a written notice from CEO in accordance with Section 17.5.1.
	All notices sent to City under this Agreement shall be sent to the above address, with copies to: Office of City Attorney 1 World Way Post Office Box 92216 Los Angeles, California 90009-2216 or to such other address as may be designated in a written notice from CEO in accordance with Section 17.5.1.

	<p>All rent amounts and fees payable to City hereunder shall be made payable to:</p> <p>City of Los Angeles, LAWA</p> <p>and shall be mailed to:</p> <p>City of Los Angeles, LAWA Post Office Box 92216 Los Angeles, California 90009-2216 Re: LAX Concession Agreement No. [_____]</p> <p>or to such other address as may be designated in a written notice from CEO in accordance with Section 17.5.1.</p>
Operator:	AD Partnership, LLC.
Operator's Address:	<p>5217 Tennyson Parkway Suite #100 Plano, TX 75024 Attn: Chris Gwilliam</p> <p>All notices sent to Operator under this Agreement shall be sent to the above address, with copies to: JPMorgan Chase Bank, N.A. 201 North Walnut Street Wilmington, DE 19801 Attn: General Manager, Airport Lounge Benefit Program With a copy to: "General Counsel" at the same address</p> <p>or such other address as may be designated in a written notice from Operator in accordance with Section 17.5.2.</p>
Registered Agent:	<p>Operator's Registered Agent for service of process is:</p> <p>[_____] [_____] [_____]</p> <p>or such other Registered Agent as may be designated in a written notice from Operator in accordance with Section 17.6.</p>
Rent Commencement Date:	[_____, 2024 (See Section 1.1.)
Expiration Date:	[_____] unless sooner terminated or extended in accordance with Section 1.2.
Faithful Performance Guarantee:	See Section 4.11.

Guarantor:	The Collinson Group Limited
Premises:	See Exhibit "A"

RECITALS

A. City is the owner of Los Angeles International Airport (the “**Airport**”), located in the City of Los Angeles, County of Los Angeles, State of California, and operates said Airport for the promotion and accommodation of air commerce and air transportation between the City of Los Angeles and other local, national, and international cities;

B. City has issued that certain Request For Proposals Common Use Lounge Operator Tom Bradley International Terminal at Los Angeles International Airport, release date June 2, 2022, as supplemented by addenda, (the “**RFP**”); and Operator presented a proposal under a cover letter dated September 30, 2022 (“**Operator’s Proposal**”), attached hereto as Exhibit “B” in response to the RFP;

C. Pursuant to the RFP, Operator has been selected by City as the concessionaire for the development and operation of a common use lounge at Tom Bradley International Terminal within the Airport, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated herein by this reference), the payment of the fees and charges hereinafter provided, the covenants and conditions hereinafter contained to be kept and performed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I TERM.

1.1 Term. The term of this Agreement (“**Term**”) shall commence on the Commencement Date (as defined below) and terminate twelve (12) years from the Rent Commencement Date (as defined below) (the “**Expiration Date**”) unless sooner terminated or extended in accordance with the provisions of this Agreement. For purposes of this Agreement, the term “**Commencement Date**” shall mean the date of full execution of the Agreement and as confirmed in the Rent Commencement Date Memorandum (Exhibit “C”, provided upon achievement of milestone) from the Chief Executive Officer of the Department of Airports of the City of Los Angeles (or the person or persons designated by the Chief Executive Officer to take a specified action on behalf of the Chief Executive Officer) (collectively herein, the “**CEO**”). For purposes of this Agreement, the term “**Rent Commencement Date**” shall mean the earlier of the opening of the Lounge or two (2) years from the Commencement Date, provided, however, if construction of the Initial Premises Improvements is delayed by Force Majeure (as defined in Section 8.4.1 below), the acts or omissions of the City, or Operator’s discovery of latent defects or conditions, then the Rent Commencement Date shall be extended by the length of any such delay. The CEO’s reasonable determination of the Commencement Date shall be deemed conclusive and binding on Operator. Within ten (10) days following the CEO’s request, Operator shall execute the Rent

Commencement Date Memorandum acknowledging the calendar date of the Rent Commencement Date, together with such other information contained in the Rent Commencement Date Memorandum as the CEO may request. Operator's failure to execute the Rent Commencement Date Memorandum shall not affect the Commencement Date of the Term nor the performance of Operator's obligations with respect thereto.

1.2 Early Termination for Failure to Complete Construction. This Agreement may terminate if the Operator fails to complete construction within the "LAX Sapphire Lounge by The Club Project Schedule", attached hereto as Exhibit "D", subject to the next sentence. In the event Operator shall fail to complete construction by the date that is six (6) months from the scheduled date as set forth in the project schedule, subject to extension for delays in lease execution, delays caused by Force Majeure (as defined in Section 8.4.1 below), delays caused by the City, or by Operator's discovery of latent defects or conditions that delay construction, this Agreement shall terminate unless the timeline is extended by the CEO in his/her sole discretion for a period of no more than twelve (12) months. Notwithstanding the preceding sentence, in the event Operator shall fail to diligently pursue such completion of construction by the date that is 250 days from the scheduled date as set forth in the project schedule, subject to extension for delays in lease execution, delays caused by Force Majeure (as defined in Section 8.4.1 below), delays caused by the City, or by Operator's discovery of latent defects that delay construction, the Rent Commencement Date shall be deemed to have occurred.

1.3 Extension. The CEO shall have the right (acting in the CEO's sole and absolute discretion) to extend the Term for one period of three (3) years. In order to exercise such right to extend the Term, the CEO shall give written notice of such election to extend not less than twelve (12) months prior to the date that such extension period would commence. The extension shall be on the same terms and conditions as set forth in this Agreement; provided, however, that no such extension shall extend the depreciation periods described in Section 10.2.1 below. Notwithstanding the foregoing extension right granted to the CEO, the CEO shall have no right to extend the Term as provided above in Section 1.3 in the event that Operator delivers on or before the ten-year anniversary of the Rent Commencement Date a written notice to City that Operator elects to opt out of the provisions of this Section 1.3 (the "**Opt Out Notice**"). In the event that Operator delivers the Opt Out Notice to City within the time provided above, the CEO's right to extend the Term under this Section 1.3 shall be of no force or effect. If, however, Operator fails to deliver the Opt Out Notice to City within the time provided above, Operator shall have no further right to opt out of the provisions of this Section 1.3.

II PREMISES.

2.1 Premises. The premises which are the subject of this Agreement (the "**Premises**") are comprised of the common use lounge space described in Exhibit "A" attached to this Agreement. The common use lounge space described in Exhibit "A" is located on the Concourse level (Level 4) of the Tom Bradley International Terminal

Gateway Facility (“**TBIT Gateway Facility**”) and consists of a single Premises (“Premises”) of approximately 9,234 square feet.

2.1.1 Space Nos.; Square Footage. The Premises have the space number, Facility (defined below) location, and approximate square footage set forth in Exhibit “A” attached hereto. The approximate location and dimensions of the Premises are depicted on the plan sheets attached to this Agreement as Exhibit “A”. The term “**Facility**” shall mean the Airport terminal in which the Premises are located.

2.1.2 Correction to Description of Premises. In the event that the City determines that any description or measurement of any portion(s) of the Premises stated in this Agreement is inaccurate, the CEO is authorized to correct such inaccuracy, subject to the approval of the City Council.

2.2 Delivery Date. Notwithstanding the commencement of the Term of this Agreement, Operator shall have no right to use, occupy or operate the Premises until the Delivery Date (as defined below) for such Premises. City anticipates that the Premises will be delivered to Operator on Commencement Date (the “**Anticipated Delivery Date**”), provided, however, City and Operator may mutually agree in writing to an earlier delivery date for the Premises, and City may delay the delivery date for the Premises in City’s sole discretion. City shall have no liability or obligation to Operator arising out of any delay or other deviation between the Anticipated Delivery Date of any Premises and the actual Delivery Date of such Premises, however, such delay shall automatically extend the Term, the Rent Commencement Date, and the Expiration Date of this Agreement. No such delay or other deviation between the Anticipated Delivery Date of the Premises and the actual Delivery Date of the Premises shall affect Operator’s obligation to pay the Rent, except as expressly provided in Sections 4.1 and 4.1.2 below. The “**Delivery Date(s)**” for the Premises shall be the date specified by the CEO in a written notice delivered to Operator (the “**Delivery Notice**”) that City will deliver such Premises to Operator for the use contemplated by this Agreement. Operator agrees to accept delivery of the Premises on the Delivery Date as so specified by the CEO. The CEO shall have the right to extend the Delivery Date or otherwise amend any Delivery Notice previously delivered to Operator, which amended Delivery Notice shall become effective upon delivery to Operator. Within ten (10) days following the CEO’s request, Operator shall execute a Delivery Date Memorandum (Exhibit “E”, provided upon achievement of milestone) acknowledging the calendar date that the Premises was delivered by City and accepted by Operator, together with such other information contained in the Delivery Date Memorandum as the CEO may request. Operator’s failure to execute a Delivery Date Memorandum shall not affect the Delivery Date of the Premises nor the performance of Operator’s obligations with respect thereto.

2.3 Operator’s Request for Expansion of the Premises. Operator may from time to time submit a written request to expand the Premises. As the Premises itself cannot be expanded in size, such expansion of the Premises shall be applicable solely to

expand into an additional area located in the TBIT Gateway Facility and shall not apply to expand the Premises. City may grant or withhold its consent to such proposed expansion of the Premises in its sole and absolute discretion. City's approval of one request for expansion of the Premises shall not be deemed to be a consent to any subsequent expansion. Any changes in the Premises resulting from Operator's request for expansion of the Premises shall be subject to the approval of the Board and the City Council.

2.4 City's Right to Reduce or Relocate the Premises. Operator acknowledges that the size and location of the Premises may be impacted during the term of this Agreement by the on-going design, development, and/or operational activities of City and/or other users or tenants occupying space within the Facility. Operator acknowledges and agrees that the CEO, subject to his/her authority and subject further to the provisions of this Section 2.4, shall have the right to reduce the Premises and/or require the relocation of the Premises during the term of this Agreement upon a finding by the CEO that such reduction and/or relocation is necessary to optimize on-going design, development and/or operational activities; provided, however, in no event shall the CEO reduce and/or relocate all or any portion of the Premises in order to lease all or any portion of the Premises to another lounge operator. Except as may be provided in this Section 2.4 and Section 10.2, Operator shall have no right to compensation from City and City shall not be liable for any inconvenience to Operator or for any interruption of business caused by reduction of the Premises or moving and relocation.

2.4.1 De-Minimis Reduction of the Premises. In the event that the CEO determines to reduce the Premises and such reduction is no more than five percent (5%) of the then existing Premises, the CEO shall deliver a written notice to Operator identifying the location of the Premises to be reclaimed ("**De-minimis Reduction Area**"). By no later than ninety (90) days from the date of receipt of such notice and receipt of all permits and approvals required to perform such work, Operator, at its sole cost and expense, shall reduce the Premises, complete the Alterations necessary to functionally and totally sever the De-minimis Reduction Area from the rest of the Premises, and deliver possession of the De-Minimis Reduction Area in the manner set forth in Section 2.5. Operator shall not be deemed to be in violation of any terms of this Agreement if it closes the lounge as necessary to perform the work required herein. In the event of City's exercise of its rights under this Section 2.4.1, MAG will be equitably adjusted in such manner as determined by the CEO (in his or her reasonable discretion) to reflect the removal of the De-minimis Reduction Area from the Premises under this Agreement. Notwithstanding the foregoing, in the event the reduction of the De-minimis Reduction Area from the Premises adversely or materially affects Operator's operation at the Premises in Operator's reasonable discretion, said reduction shall be deemed a Termination for Convenience (as such term is defined in Section 9.1) for the entire Premises.

2.4.2 Non-De-minimis Reduction of the Premises. In the event that the CEO determines to reduce the Premises and such reduction is more than five percent (5%) of the then existing Premises, said reduction shall be deemed a Termination for Convenience (as such term is defined in Section 10.1) with regards to the reduced area, and the parties' rights and obligations set forth in Article X shall control.

2.4.3 Relocation. In the event that the CEO determines to relocate the Premises, City shall issue to Operator a **"Notice of Intent to Relocate"**, indicating City's intent to relocate the Premises and generally describing the planned relocation area (**"Relocation Premises"**), including a description of the manner in which the location, size and/or configuration of the then existing Premises will change as the result of such relocation as well as the timeframe for the relocation. By no later than forty-five (45) days from the date of the Notice of Intent to Relocate, Operator shall provide its response as to whether Operator will continue the operation of the Lounge in the planned Relocation Premises set forth in said notice or terminate this Agreement. Notwithstanding the foregoing, the CEO may not elect to relocate the Premises under this provision during the final three (3) years of the Term. If the CEO elects to relocate the Premises under this provision, the Term of this Agreement shall be extended so that the Term ends on the last day of the tenth (10th) year after Operator opens for business in the Relocation Premises. If Operator is required to close at the original Premises before the Relocation Premises is ready for operations, the parties shall negotiate in good faith a rent abatement for the period of the closure of the original Premises until the Relocation Premises is ready for operations.

(a) In the event that Operator determines to cease operation and not continue to operate in the Relocation Premises, it shall be deemed that City exercised its Termination for Convenience, and by no later than one hundred eighty (180) days from the Date of the Notice of Intent to Relocate, Operator shall surrender the Premises in the manner set forth in Section 2.5.

(b) In the event that Operator determines to continue operation of the Premises in the Relocation Premises, Operator shall, at its sole cost and expense, improve the Relocation Premises in the manner set forth in Sections 8.1 through 8.5; provided that, subject to the CEO's satisfaction and approval, (i) Operator shall submit a supplemental Initial Improvement and Furnishing Plan and the supplemental Project Timeline with regards to the Relocation Premises, and (ii) the Initial Minimum Investment Amount for the Relocation Premises shall be no less than the original Initial Minimum Investment Amount applicable to the removed Premises. Upon Operator's commencement of the operation at the Relocation Premises, it shall be deemed that City exercised its Termination for Convenience with regard to the Premises which is the subject of the Notice of Intent to Relocate and City shall issue a credit for the Convenience Termination Payment in accordance with Section 10.2.1 for the Terminated Premises (i.e., removed Premises), which credit shall be applicable to future Rent payable by Operator.

2.5 Surrender. Operator agrees that at 11:59 p.m. on the Expiration Date, or on the sooner termination of this Agreement, Operator shall surrender the Premises (including all Alterations, including the Initial Premises Improvements), to City (a) in “as built” condition and good order, condition and repair, and (b) free of any Hazardous Materials in accordance with Article XVI. On the Expiration Date or earlier termination of this Agreement, all rights of Operator under this Agreement shall terminate. Upon termination, Operator shall remove Operator’s Furnishings, provided, however, that Operator shall repair any damage to the Premises which may result from such removal all Telecommunications Facilities (as defined in Section 8.12.1) installed in the Premises or elsewhere in the Airport by or on behalf of the Operator (provided the CEO may require that such removal shall be performed by a contractor or telecom provider designated by the CEO), and Operator’s signage from the Premises, and Operator shall repair any damage caused by such removal, and (ii) City may (at its option), by notice to Operator given not later than ninety (90) days prior to the Expiration Date (except in the event of a termination of this Agreement prior to the scheduled Expiration Date, in which event no advance notice shall be required), require Operator at Operator’s expense to remove all Furnishings or solely trade fixtures and to repair any damage caused by such removal. Any of Operator’s personal property not so removed by Operator as required herein shall be deemed abandoned and may be stored, removed, and disposed of by City at Operator’s expense, and Operator waives all notices, including such notice provided in Code of Civil Procedure Section 1983 and Claims against City for any damages resulting from City’s retention and disposition of such property; provided, however, that Operator shall remain liable to City for all costs incurred in storing and disposing of such abandoned property of Operator. All Alterations and Furnishings (except those removed by the Operator) shall remain in the Premises as the property of City. No expiration or earlier termination of this Agreement shall release Operator from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events occurring prior to Operator surrendering the Premises to City.

III CONCESSION RIGHTS AND DUTIES.

3.1 Concession Rights Granted. For and in consideration of the fees and charges as set forth in this Agreement, City hereby grants to Operator, subject to all of the terms, covenants and conditions of this Agreement, the right and obligation to design, occupy, develop, equip, furnish, operate, manage, and maintain the common use lounge described herein that are a part of the Premises hereunder. The common use lounge to be so operated by Operator in the Premises located in TBIT Gateway Facility is sometimes referred to herein as the “**TBIT Gateway Facility Lounge**”.

3.2 Commencement of Preparatory Actions. Immediately following the Commencement Date, Operator shall make all necessary arrangements in order to prepare for the commencement of business operations at the Premises, including, without limitation, preparation, submission for approvals, and finalization of all materials

required in connection with the construction of Initial Premises Improvements for the Premises as required under this Agreement, obtaining all permits, authorizations, licenses, and clearances required for Operator's agents, representatives, employees, contractors, and vendors in order to comply with the security requirements imposed under this Agreement, and making all necessary arrangements for obtaining all merchandise, supplies, inventory, and equipment necessary for the operation of Operator's business at the Premises in accordance with this Agreement.

3.3 Permitted Use. The permitted use of the Premises that are included in the Premises under this Agreement (herein, the "**Permitted Use**") is the operation of a first-class Chase Sapphire Lounge which may include the following. (1) A range of complimentary food products commensurate with a premium lounge including hot and cold items, snacks and made to order items. Menus are to rotate seasonally and include both a breakfast offering and a lunch/dinner offering; (2) A range of complimentary alcoholic and non-alcoholic beverages commensurate with a premium lounge to include beers, wines, cocktails, liquor, coffee, juices and sodas; (3) A range of amenities commensurate with a premium lounge which may include lounge seating, rest areas, work-spaces, charging facilities, bathrooms, entertainment options, wellness area; (4) A range of other services which may include a concierge and events for members, guests, invitees, partners, and/or prospective partners, and live or pre-recorded music; (5) Concierge travel services; (6) Any other use incidental to or reasonably necessary to facilitate the products and uses set forth above or consistent with the overall conduct of activities to provide the benefits and amenities to the member audience; (7) Related ancillary products and services to guests accessing the Lounge that take place and are delivered within the Lounge. The permitted uses of the storage and office support spaces included in the Premises under this Agreement are limited to storage and office use incidental to the operation of the Permitted Use in the Premises. Except as expressly set forth in Section 5.6 or as directed by CEO in writing, the Permitted Use does not permit Operator to have access to the airfield areas of the Airport. Operator shall not engage in any activity within the Airport outside of the Premises for the recruitment or solicitation of business without the prior written consent of CEO (granted, denied or conditioned in CEO's sole discretion). Without limiting the generality of this Section, Operator shall not operate the Premises under any name or brand, other than the Common Use Lounge Brand (as defined in Section 3.5), and in accordance with Section 3.5 below, or as otherwise approved in advance in writing by CEO, -including any name or brand within the Operators' Service Standards Plan, attached hereto and incorporated by reference herein as Exhibit "F", and further described in Section 5.2.

3.3.1 Additional Products or Services. Regardless of whether a particular type of product or service is included within the definition of Permitted Use above or is contemplated in the Operator's Service Standards Plan, the CEO may propose to Operator to include a particular type of product or service to the concession operations conducted within the Premises in order to enhance passenger experience at the Facilities, to the extent legally permissible. If so, proposed by the CEO, Operator

will use commercially reasonable efforts to incorporate such additional product or service into the concession operations within the Premises. The approval of the Board and/or the City Council may be required.

3.3.2 Right to Offer Other Separate Lounge Space. In the event that City shall determine to provide for other common use Lounge in the Facilities, City shall have the right (but not the obligation) to offer such other lounge shell spaces to Operator as City may so determine, subject to the Board and City Council approval.

3.4 No Other Uses. Operator and its subcontractors shall not use nor permit the Premises to be used for any purpose other than the Permitted Use with respect to the Premises except with the prior written consent of the CEO, nor for any use in violation of any applicable present or future law, ordinance, rule or regulation of any governmental authority, agency, department or officer thereof. In the event that Operator or any subcontractor desires to use the Premises for any purpose other than the Permitted Use for the Premises, Operator may submit a request to CEO, and CEO may, in CEO's sole and absolute discretion, approve, deny or condition its approval of such request in writing (and any such written approval shall be approved as to form by the City Attorney). Any such decision by CEO shall be final and binding upon Operator and any subcontractor.

3.5 Common Use Lounge Brand. Prior to the Premises Completion Date, Operator shall, at its sole cost and expense, establish the brand name "LAX Chase Sapphire Lounge by The Club" for the Lounge, which shall be used exclusively for such common use lounge operations in the Airport ("**Common Use Lounge Brand**"). The establishment and use of the Common Use Lounge Brand is a material part of this Agreement and may not be unilaterally discontinued or changed by Operator; provided, however Operator may rebrand the "LAX Chase Sapphire Lounge by the Club" brand in its reasonable discretion in connection with any rebranding of all of Operator's airport lounges in the United States. Except as set forth in the preceding sentence, any proposed new brand, term, concept, or change in use of the Common Use Lounge Brand shall be submitted to City for prior written approval. Upon the expiration or earlier termination of this Agreement, Operator may not use the Common Use Lounge Brand. Moreover, Operator is prohibited from using the Common Use Lounge Brand anywhere in the world except at the Airport as contemplated by this Agreement. Nothing in this Agreement limits Operator's right to use similar trade names at other locations.

3.5.1 Operator's Right to Use. Without limiting the generality of the foregoing, Operator's right to use the Common Use Lounge Brand in the Common Areas shall be subject to applicable LAWA Wayfinding and Signage Standards in the LAWA Design and Construction Handbook and include the following:

(a) Right to create, develop and implement logos, typography, iconography and other necessary brand assets (collectively, "**Brand Assets**") associated with the Common Use Lounge Brand. In avoidance of any doubt, the Brand Assets are deemed quintessential elements of the Common Use Lounge Brand, and rights,

obligations and limitations related to the Common Use Lounge Brand under Section 3.5 shall likewise be applicable and extend to the Brand Assets, each of them:

(b) Right to use the Common Use Lounge Brand for operation or management of the Lounge; and

(c) Right to apply the Common Use Lounge Brand to advertisement or promotional materials for the Lounge and/or amenities offered at the Lounge.

3.5.2 City's Right to Use. Notwithstanding Operator's ownership of or contractual right to use the Common Use Lounge Brand and any Brand Assets, subject to Section 3.5 above, City shall have the right to use the Common Use Lounge Brand in promotional or advertisement materials for the Airport for its beneficial use and enjoyment, including but not limited to, the right to use Common Use Lounge Brand and any Brand Assets in promotional or advertisement materials for the Airport provided that City must obtain Operator's prior approval, which shall not be unreasonably withheld, conditioned or delayed, of all such promotional or advertisement materials. City may market and advertise the Lounge on City websites, including the LAWA Official Site, using the term "LAX Chase Sapphire Lounge by the Club;" provided that City must obtain Operator's prior approval, which shall not be unreasonably withheld, conditioned, or delayed, of all such marketing and advertising materials. City may also direct passengers to the using "LAX Chase Sapphire Lounge by The Club" on signage and in directories without Operator's prior approval. Any use of any other Brand Assets, as defined below, and any other use of the Common Use Lounge Brand will require Operator's prior approval, which shall not be unreasonably withheld, conditioned, or delayed.

3.5.3 Operator warrants that the Common Use Lounge Brand and Brand Assets shall be duly established under necessary government agencies, including but not limited to the U.S. Patent and Trademark Office and County of Los Angeles, free and clear of any future claim or action by any third party. Operator accordingly agrees to indemnify and defend LAWA from any infringement or other improper use claim or action made by a third party relating to the Common Use Lounge Brand or Brand Assets under this Agreement.

3.6 General Obligation to Operate. Subject to events of Force Majeure (as defined in Section 7.4.1 below), and except for periods of closure approved in writing by the CEO in connection with construction of the Initial Premises Improvements (as defined in Section 8.4), the Mid-Term Refurbishment (as defined in Section 8.6) or other approved Alterations, Operator shall provide the concession services and operations contemplated by this Agreement for the air traveling public and other persons using the Airport, every day of the Term hereof, without exception. Operator shall not divert, cause or permit to be diverted any business from the Premises and shall take all

reasonable measures, in every proper manner, to develop, maintain and increase the business conducted by Operator pursuant to this Agreement. Operator shall actively operate the Premises so as to best serve public needs consistent with other world-class international airports. Unless otherwise approved in writing by the CEO, in the event that Operator fails to be continuously engaged in the operation of common use Lounge at the Premises in accordance with the terms of this Agreement, then the CEO shall have the right to elect on behalf of City to recapture the Premises upon written notice to Operator. In the event of such recapture, such area of the Premises shall no longer be a part of the Premises, Operator shall fulfill its surrender and removal obligations under Section 2.5 above with respect to such area, and City shall be free to contract with others for the use of such recaptured space (including, without limitation, the operation of common use Lounge) or to otherwise use such concession space as the CEO deems appropriate. City shall have no obligation to compensate Operator for the recapture of such area (it being understood that Operator shall have no right to the Convenience Termination Payment contemplated in Section 10.2).

3.7 Quiet Enjoyment. Subject to the rights reserved in favor of City under this Agreement, Operator, upon payment of Rent hereunder and upon observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully and quietly hold, use and enjoy the Premises during the term of this Agreement.

3.8 As-Is Condition. Except as expressly otherwise provided in this Agreement, Operator acknowledges and agrees that the Premises (including each later added areas, including but not limited to Relocation Premises, which become part of the Premises) is being delivered to and accepted by Operator on the applicable Delivery Date in an "As-Is," "Where Is" and "With all Faults" condition and without any representation, express or implied warranty of any kind or nature as to the condition, use or occupancy which may be made thereof and without any improvements or alterations by City. Except as expressly set forth in this Agreement, Operator waives, and City disclaims, all warranties of any type or kind whatsoever with respect to the Premises, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use. Any report, study, document, "as-built" drawings, site plans, utility matrixes, or other information furnished to Operator by City or by City's representatives, relating to the Premises or the Facilities or their operations (collectively, the "City Information") is being furnished without representation or warranty by City or its representatives and with the understanding that Operator will not rely on the City Information, but rather Operator will independently verify the accuracy of the statements or other information contained in the City Information. It is the parties' express understanding and agreement that all City Information is provided only for Operator's convenience in facilitating Operator's own independent investigation and evaluation, and, in doing so, Operator shall rely exclusively on its own independent investigation and evaluation of each and every aspect of the subject matter of this Agreement and not on any information or materials supplied by City. City makes no representations or warranty of any kind as to the economic viability of the Premises, the passenger traffic volume at

the Airport, Operator's business concept or any other matter pertinent to the potential or likelihood of success or failure of Operator's business with regards to the Premises or operation of the common use Lounge. Operator acknowledges, understands and agrees that the airlines, airline gate usage, and Facility usage are subject to change during the Term without notice and that City makes no warranty regarding the location of airline gate usage or that airlines currently using the Facilities will continue to do so in the future. Notwithstanding anything to the contrary contained in this Agreement, the suitability or lack of suitability of the Premises for the Permitted Use, or the availability or the lack of availability of permits or approvals of governmental or regulatory authorities with respect to any such Permitted Use of the Premises shall not affect the rights or obligations of the parties hereunder.

3.9 Rights are Not Exclusive. Subject to the rights reserved to City under this Agreement, Operator acknowledges and agrees that (a) subject to Operator's compliance with the terms and conditions of this Agreement, the rights herein granted to Operator are exclusive to Operator within the Premises covered by this Agreement, but non-exclusive at the Airport (including all portions of the Airport and the Facilities that are outside of the Premises); (b) the rights granted to Operator under this Agreement do not include any right to use, occupy or possess any area other than the Premises (including, without limitation, any new leasable or concession areas in the Facilities or any new terminals or other facilities developed by City in the future), unless amended in accordance with Section 2 above; and (c) City reserves the right to enter into lounge concession agreements, and/or other concession agreements with other managers, concessionaires and service providers at the Airport that may compete with Operator, some of which will be located in the Facilities covered by this Agreement.

3.10 General Disputes. In the event of a dispute between Operator and any other Airport tenant, manager or concessionaire as to the services to be offered or products to be sold at any Premises, the Premises or other location, Operator shall meet and confer with the CEO, and the CEO shall determine (which determination shall be in the CEO's sole discretion) the services to be offered or products to be sold by each, and any decision by the CEO shall be final and binding upon Operator and such other Airport tenant, manager or concessionaire.

3.11 Rules and Regulations. Operator shall comply with the rules and regulations of the City, along with any modifications, amendments and supplements thereto, as are in effect from time to time, for the orderly and proper operation of the Airport, the Facilities, the Common Areas and the Premises (collectively, the "**Rules and Regulations**"), which may be amended from time to time and are incorporated herein by this reference. City shall not be responsible to Operator, any Operator Party or any other third party for the failure of any other person to observe and abide by any of said Rules and Regulations.

3.12 Storage Space. Operator shall only use those areas within the Premises (including any Premises therein) for the storage of equipment, inventory or supplies as are approved by the CEO for such use as a part of the Initial Improvement and Furnishing Plan. The CEO may (but shall have no obligation to) make additional storage space available to Operator at the Airport from time to time. In the event the CEO makes such additional storage space available to Operator and Operator desires to lease such storage space, City and Operator shall enter into a storage space addendum (Exhibit "G" to be provided if needed, as such form may be modified from time to time by the CEO). To the extent that merchandise offered for sale by Operator from the Premises is required to be delivered or stored at off-airport locations, Operator shall, at its sole cost, obtain such off-airport locations as may be required to meet the operational obligations under this Agreement.

3.13 Common Areas. Subject to compliance with City's Rules and Regulations and security requirements, Operator shall have the non-exclusive right, in common with others authorized by City, of ingress and egress through all Common Areas (as defined in this Section); provided, however, the CEO may, in its sole discretion, and without liability to Operator, change the size or location of the Common Areas, including, without limitation, by converting Common Areas to leasable or other areas, leasable areas to Common Areas, removing all access rights to Common Areas or closing Common Areas. To the extent legally permissible, CEO may, in CEO's sole discretion, establish and enforce Rules and Regulations (as defined in Section 3.11 above) concerning the Common Areas, temporarily close portions of the Common Areas for security, maintenance or other purposes, and make changes to the Common Areas including, without limitation, changes in the location of security points, walkways, entrances, exits, and the direction and flow of pedestrian traffic. For purposes of this Agreement, the term "**Common Areas**" means all areas and facilities located within the Airport and outside the Premises, that are designated by the CEO from time to time as common use areas for the general use and convenience of concessionaires, tenants and other occupants at the Airport, airline passengers and other visitors to the Airport, such as lobbies, corridors, sidewalks, elevators, escalators, walkways, moving sidewalks, parking areas, restrooms, pedestrian entrances, driveways, loading zones, and roadways.

3.14 Public Address System. City shall have the right, in its sole discretion, to install one (1) or more public address system speakers and other equipment in the Premises for announcing flight arrivals and departures and other Airport information and announcements. Operator shall not install any public address, paging, or other similar audio system in the Premises (including any Premises) at any time, without the prior written approval of the CEO (which may be granted or withheld in the CEO's sole discretion). Any installation of a music system, audio/video display or television system in the Premises (including any Premises) shall require the prior written approval of the CEO, in his or her sole discretion; provided that no such system shall interfere with the City's public address system.

3.15 Wireless Communications. City will design and deploy a Wi-Fi network for the use of Operator, any subcontractors and their respective employees and contractors, customers, the public and such other users as may be authorized by City (“City Network”) in or around the Premises, as reasonably determined by City. The City Network may be comprised of different levels of service or access, which may be subject to charges payable to City. Without the prior written consent of the CEO (in his reasonable discretion), Operator shall not have any wireless internet system(s) within the Premises. Operator may install and operate its own Wi-Fi network or may elect to use any other provider’s network operating at the Facility, outside of the City Network, provided that Operator adheres to the City’s procedures for any work at the Airport in accordance with the LAWA IT, Data (CAD, GIS & Photogrammetry) Standards & Guide Specifications, as may be amended from time to time. Should the Operator choose to install its own Wi-Fi network, Operator agrees to operate it solely on frequency bands (channels) approved by the CEO so as to avoid signal interference with existing and future Airport wireless systems. Operator further agrees to secure written approval of permitted frequency bands prior to activation of their Wi-Fi system. Notwithstanding the prior consent of the CEO for the installation of any such system or equipment, the CEO shall have the absolute right, upon thirty (30) days’ prior written notice, to require the removal of any such system or equipment installed by Operator (at Operator’s sole expense) in the event that such system or equipment interferes with any present or future systems or equipment installed by City or the Airport.

3.15.1 Termination of City Network. At any time, based on a reasonable assessment of then available technology, City determines that Wi-Fi is an obsolete technology (which determination shall be final), City shall have the right to terminate and remove the City Network.

3.15.2 Citizens Broadband Radio Service (CBRS). Operator shall not install a CBRS system without CEO’s prior written approval. Operator must comply with CEO’s reasonable requests to implement CBRS services in the lounge. Any installation, implementation, operation, or modification thereto of any such CBRS is subject to the CEO’s written approval and Operator agrees that it shall ensure constant compliance with all FAA, FCC, and other applicable rules.

3.15.3 Disclaimer of Warranties. Unless otherwise provided, the City Network and materials available through the City Network and any third party are provided on an “as-is” and “as-available” basis and without any warranties of any kind. To the fullest extent permitted by applicable law, City disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability, and fitness for particular purpose. City further expressly disclaims any warranty that (i) the City Network will be uninterrupted or error free or accurate, (ii) the City Network will be free of viruses, spyware, worms or other harmful and destructive codes, or (iii) the City Network is secure. Moreover, City makes no warranty regarding any goods or services or the delivery of any goods or services purchased or obtained through or from the City

Network or advertised through the City Network, or regarding any transactions entered into through the City Network. No advice or information, whether oral or written, obtained through the City Network shall create any warranty not expressly stated herein. Any personal or confidential information transmitted through the City Network is at such user's own risk and City takes no responsibility for such personal or confidential information.

3.15.4 Limitation on Liability. To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall City be liable for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for loss of profits or loss of file, use, data or other intangibles, even if City has been advised of the possibility of such damages, that result from the use or the inability to use the City Network or Operator Network (if such becomes available), from any changes to the City Network or Operator Network, or from unauthorized access to or alteration of any user's transmissions or data. Moreover, City shall not be responsible or liable to Operator or any persons or entities for any threatening, defamatory, obscene, offensive, tortious, or illegal conduct of Operator or of any other party or any infringement of another's rights, including intellectual property rights, arising on, from, or in connection with the City Network or the Operator Network.

3.15.5 Indemnity. To the maximum extent permitted by law, Operator shall defend, indemnify, and hold City harmless from and against any Claims related to, (i) Operator's breach of any provision under Section 3.15, (ii) the Operator Network or any equipment or system which may be installed by Operator, and (iii) Operator's installation, operation and maintenance of the Operator Network or other equipment or system.

3.15.6 Proprietary Interest. The City Network shall be owned and licensed by City, and the City Network and the design, structure, organization and code of such system are valuable intellectual property of City.

3.15.7 Pricing Information and Survey. Operator shall collect and maintain pricing information for all products and services sold within the Premises. Upon request by the CEO, Operator shall provide such information to City. Further, from time to time as reasonably required by CEO, Operator shall conduct a survey or surveys to compare the prices of goods and services sold from the Premises with prices charged for the same or comparable goods and services sold in the comparable common use Lounge at international airports and other areas in the Airport. The results of such surveys shall be promptly provided to the CEO. The CEO may also conduct City-initiated price comparisons as the CEO considers necessary. Operator may offer different prices for access to the Lounge as well as for products and services sold within the Premises to different categories of users and cardholders within the Lounge. The term "**Administrative Fee**" as used in this Agreement shall mean fifteen percent (15%) of

such cost incurred as an administrative fee (but in no event less than \$100 per occurrence or such greater amount as may be reasonably adjusted by the CEO from time to time).

IV PAYMENTS BY OPERATOR.

4.1 Rent/Minimum Annual Guarantee (MAG). Commencing on the Rent Commencement Date and continuing for the first full year following the Rent Commencement Date, the Operator will pay a monthly percent rent equal to the greater of (x) twenty percent (20%) of all Gross Receipts (as defined below) or (y) \$6 per passenger using the lounge. Beginning in the second year of operation and continuing for the second year of operation, the Operator will pay the greater of (i) the MAG, as bid by the Proposer in an amount not less than six hundred and eighty dollars (\$680.00) per delivered square foot per year or (ii) percent rent equal to the greater of (x) twenty percent (20%) of all Gross Receipts for that year or (y) six dollars (\$6.00) per passenger using the lounge. For the third year of operation and thereafter throughout the Term (including any extension thereof), the MAG will be reset as the greater of (1) eighty-five percent (85%) of the immediate prior year's actual rent payments or (2) the immediate previous year's MAG adjusted by CPI no more than 2% per agreement year, but in no event will the MAG be less than the immediate previous year's MAG. The first year's rent, the MAG, any percent rent, and any Additional Rent (as defined below) payable by Operator hereunder are sometimes collectively referred to as "**Rent**". The term "**Additional Rent**" shall mean all sums, fees, charges, payments and other amounts due hereunder from Operator other than the percentage rent and MAG. For purposes of this Agreement, the term "**Year**" shall mean each consecutive period of twelve (12) full calendar months following the Rent Commencement Date through the Expiration Date; provided, however, if the Rent Commencement Date is a date other than the first day of a calendar month, the first Year shall include that fractional portion of the calendar month in which the Rent Commencement Date occurs and the first full twelve (12) calendar months thereafter. In addition to any delay in the Rent Commencement Date as provided above in this Section 4.1, the Rent Commencement Date may be extended by the CEO in his or her sole and absolute discretion, provided, however, that such extension shall not exceed one hundred eighty (180) days. City may deliver to Operator a written notice ("**Rent Commencement Date Memorandum**") specifying the Rent Commencement Date, and City may request Operator to execute the Rent Commencement Date Memorandum within ten (10) days, acknowledging the calendar date of the Rent Commencement Date and such other information contained in the Rent Commencement Date Memorandum as the CEO may request. However, Operator's failure to execute a Rent Commencement Date Memorandum shall not affect the Rent Commencement Date nor the performance of Operator's obligations with respect thereto. The Rent Commencement Date and the Expiration Date is continued by the number of days that Delivery Date is delayed as set forth in Section 2.2.

Year 1	Greater of (x) or (y)	x	20% of All Gross Receipts
		y	\$6 Per Passenger Using the Lounge

Year 2	Greater of (i) or (ii)	i	MAG (\geq \$680.00/SF, as bid by Operator)		
		ii	Greater of (x) or (y)	x	20% of All Gross Receipts
				y	\$6 Per Passenger Using the Lounge
Year 3 Through End of Term	Greater of (i) or (ii)	i	Greater of (1) or (2)	1	85% of the immediate prior year's actual Rent paid
				2	immediate prior year's MAG adj. by CPI \leq 2%
		ii	Greater of (x) or (y)	x	20% of All Gross Receipts
				y	\$6 Per Passenger Using the Lounge

The table above is subject to the written terms of this Agreement. The MAG set forth in the above table is for the minimum required space of approximately 9,234 square feet in the TBIT Gateway Facility. In the event that the Premises is expanded to include additional space, the MAG shall be proportionally increased to account for the additional space.

4.1.1 Gross Receipts Defined. For purposes of this Agreement, the term “Gross Receipts” shall mean any and all revenues, whether by coin or currency, on account, by check, credit or debit card, whether collected or uncollected, and whether conducted on or off Airport, that are derived by or on behalf of Operator (or any subcontractor) from and after the Rent Commencement Date as a result of the operation of the concession rights granted under this Agreement, without any exclusion whatsoever, except those exclusions expressly set forth under Sections 4.1.3(1) through 4.1.3(15) below. The term “Gross Receipts” shall include (a) the sales prices received or billed by or on behalf of Operator (or any subcontractor) from the sale of all merchandise products and services; (b) the full amount of any deposits, prepayments or credits forfeited by customers in connection with any business by Operator (or any subcontractor) in, on, about or from the Premises; (c) the full amount of all orders for products and services accepted by or on behalf of Operator (or any subcontractor) in, on, about or from the Premises, whether or not to be delivered, filled or performed at any other place, and the full amount of all orders accepted by or on behalf of Operator (or any subcontractor) elsewhere, but to be delivered, filled or performed in, on, about or from the Premises or the Airport; (d) the retail price of all orders for products and services placed from the Premises from Operator’s (or any subcontractor’s) catalog, internet or otherwise; (e) the full amount of any charge Operator (or any subcontractor) makes for products and services even though Operator (or any subcontractor) fails to actually collect such a charge, including but not limited to any lounge access fees in the amount actually charged to customers, (except to the extent expressly excluded pursuant to Sections 4.1.3(1) through 4.1.3(15) below); and (f) any amounts paid or payable to Operator (or any subcontractor) in exchange for vouchers which are redeemed at the Premises. The term “Gross Receipts” shall also include any payments made to Operator (or any subcontractor) for advertising or promoting products and services from the Premises except as otherwise excluded under this Agreement. Goods, work or services furnished by any person or firm in lieu of payment in exchange for value received shall

also be deemed to be "Gross Receipts". The term "Gross Receipts" shall exclude revenues from the following:

(1) Taxes. Retail sales taxes, excise taxes or related direct taxes on the goods and services which are collected by Operator (or any subcontractor) on such sales and payable to taxing authorities, provided all such taxes are properly accounted for and recorded;

(2) Sale of Scrap, Equipment or Uniforms. Revenues from the sale of waste or scrap materials resulting from the operation of Operator's (or any subcontractor's) business at the Airport; revenues from the sale of or the trade-in value of furniture, fixtures or equipment used on the Premises, and owned by Operator (or any subcontractor); receipts from the sale at cost of uniforms/clothing to Operator's (or any subcontractor's) employees where such uniforms/clothing are required to be worn by said employees;

(3) Exchanges and Refunds from Suppliers. The value of any merchandise, supplies or equipment exchanged or transferred from or to other business locations of Operator (or any subcontractor), where such exchanges or transfers are not made for the purpose of avoiding a sale by Operator (or any subcontractor) which would otherwise be made from or at the Premises; revenues in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;

(4) Refunded Revenues. Revenues with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by Operator (or any subcontractor), to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

(5) Subcontractor Rents. Provided that the full amount of the Gross Receipts of any subcontractors of Operator are included in the reporting of Operator's Gross Receipts as required above, then rental amounts received by Operator from such subcontractors will not be included in Gross Receipts;

(6) Supplier Discounts. The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers;

(7) Tips. The amount of any gratuity paid or given by patrons or customers to employees of Operator (or any subcontractor); provided, however, Operator (or any subcontractor) shall take commercially reasonable efforts to assure that its compensation system does not incentivize its employees to provide or distribute products and services to generate gratuities and reduce Gross Receipts;

(8) Reimbursements. Receipts in the form of any reimbursements from Operator subcontractor(s) for any taxes, loan payments or license fees paid by Operator for or on behalf of such subcontractor;

(9) Insurance Proceeds. All sums and credits received in settlement of claims for loss, theft or damage to inventory, supplies, and merchandise, and the proceeds received by Operator (or any subcontractor) from any casualty or liability proceeds (other than business interruption proceeds attributable to amounts which would have otherwise been Gross Receipts);

(10) Settlement of Claims. All sums and credits received in settlement of claims for loss of, or damage to merchandise;

(11) Stamp Sales. Revenues from United States Postal Service stamp sales;

(12) Gift Card Sales. Revenues from sale of gift cards; provided, however, when a gift card is redeemed or accepted as payment for a purchase at the Premises, the transaction must be reported as part of Gross Receipts; and

(13) Value of Discounts or Coupons. Amount of coupons or other forms of discounts including complimentary customer services, such that only the amounts actually received are ultimately included in Gross Receipts.

(14) Partner Income. Income received by JPMC (defined below) from products permissibly marketed in the Premises and funds received by Operator representing JPMC's investment in Operator or JPMC's contribution to the costs of preparing the Premises for business or upgrading or renovating the Premises during the Term.

(15) Sale of Data. Receipts for the sale of any data related to the operation of the lounge.

No deduction shall be made from "Gross Receipts" by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards, debit cards or by reason of any other credit arrangements. Except as otherwise expressly provided in the exclusions set forth in Sections 4.1.3(1) through 4.1.3(15) above, if any charge made by Operator (or any subcontractor) for products and services is not collected then the full amount of Operator's (or any subcontractor's) actual charge to the customer therefor shall nevertheless be included in determining Gross Receipts. Operator (or any subcontractor) shall not show the percentage of Gross Receipts payable to City as a separate charge to Operator's (or any subcontractor's) customers. For purposes of calculating Gross Receipts, the Gross Receipts of any subcontractor or transferee of any interest under this Agreement shall be attributed to Operator. All computations in the determination of Gross Receipts shall be made in accordance with

the terms of this Agreement, using the accrual basis of accounting. All computations regarding the determination of Gross Receipts shall be subject to the review and approval of the CEO in accordance with the provisions of Section 4.8 below.

4.1.2 **Payment of Rent.** Operator shall pay the Rent in monthly installments (the “**Monthly Rent**”) consisting of a monthly payment of MAG (“**Monthly MAG Payment**”) and a monthly payment of Percentage Rent (“**Monthly Percentage Rent Payment**”) calculated and payable as provided herein, subject to year-end adjustment and reconciliation as provided herein. In addition to the Monthly Rent, within forty-five (45) days after full execution and delivery of this Agreement, Operator shall pay the City the sum of One Million Dollars (\$1,000,000) as additional consideration for the rights granted to Operator herein.

4.1.2.1 **Monthly MAG Payment.** The Monthly MAG Payment shall be due and payable on the first (1st) day of each month during each Year.

4.1.2.2 **Monthly Percentage Rent Payment.** The Monthly Percentage Rent Payment shall be due and payable (to the extent that it exceeds the Monthly MAG Payment for the given month) in arrears not later than the twentieth (20th) day following the end of the month for which the Monthly Percentage Rent Payment relates.

4.1.2.3 **Year-End Reconciliation.** Within sixty (60) days after the last day of the applicable Year, Operator shall calculate and report to City: (i) the total number of passengers for such Year; (ii) the Percentage Rent for such Year; (iii) the MAG for such Year; (iv) the Base Rent payable for such Year (i.e., the greater of the Percentage Rent or the MAG for such Year); and (v) the aggregate Monthly Base Rent paid for such Year (including the monthly detail regarding the Monthly MAG Payments and the Monthly Percentage Rent Payments paid).

4.1.2.4 **Rent Calculations.** All calculations relating to the Rent, including the MAG, the Percentage Rent, any Additional Rent, and the first year’s rent are subject to the review and approval of the CEO. All reports regarding the calculation and payment of the Rent shall be in a form satisfactory to the CEO.

4.2 **No Abatement.** City and the federal government shall each retain the right to restrict access to areas “airside” of security checkpoints to ticketed passengers and Airport/airline personnel. City shall retain the right to restrict access to any areas in the Airport, including the Facilities, for purposes of construction of City-approved improvements. During such actions, Operator shall not be entitled to any abatement or adjustment of Rent, fees or any other compensation.

4.3 **Additional Charges.** In addition to the rents payable to City hereunder, City reserves the right, in the CEO’s reasonable discretion, upon 30 days prior written notice to Operator, to impose additional charges on Operator in the event that the CEO

determines that Operator's activities or operations cause City to incur additional expenses, including fees or fines, in its operation of the Facilities within which the Premises are a part. If so imposed, the CEO shall periodically invoice Operator for such additional charges (which invoice shall include back up documentation evidencing the amount due), and Operator shall pay such charges within thirty (30) days following receipt of such invoice.

4.4 Utilities. Utilities with respect to the Premises (including each unit therein), including electricity, gas and water, shall be separately metered as to the Premises, at Operator's expense, and shall be invoiced directly to Operator. If CEO agrees that it is impossible to separately meter a given utility with respect to all or a portion of the Premises, then Operator shall pay to City as Additional Rent a reasonable and not unjustly discriminatory pro-rata amount of said utility invoice which includes said Premises, based upon the CEO's good faith estimate of Operator's share thereof. The CEO's estimate may be based on the square footage of Operator's Premises compared with the square footage of the area serviced, or upon some other reasonable and not unjustly discriminatory criteria designated by the CEO in his or her good faith business judgment. City shall invoice Operator for amounts due and Operator shall pay the same within thirty (30) days of receipt of City's invoice.

4.5 Refuse Removal. City reserves the right to charge, and in such event, Operator shall pay to City as Additional Rent a reasonable and not unjustly discriminatory pro-rata amount of the cost for segregation and/or removal of garbage and refuse from designated garbage or refuse disposal areas based upon the CEO's good faith estimate of Operator's share thereof. The CEO's estimate may be based on Operator's Premises square footage compared with the square footage of the area serviced, or upon some other reasonable and not unjustly discriminatory criteria designated by the CEO in his or her good faith business judgment. City shall invoice Operator for amounts due and Operator shall pay the same to City as Additional Rent within thirty (30) days of receipt of City's invoice.

4.6 Other Fees and Charges. If City has paid any sum or sums or has incurred any obligations or expense which Operator had agreed to pay or reimburse City for, or if City is required or elects to pay sum(s) or ensure obligation(s) or expense(s) by reason of the failure, neglect or refusal of Operator to perform or fulfill any of the conditions, covenants or agreements contained in the Agreement, or as a result of an act or omission of Operator contrary to said conditions, covenants, and agreements, Operator shall pay the sum(s) so paid or the expense(s) so incurred (including all interest, costs, damages and penalties, and the same may be added to any installment of the fees and charges thereafter due hereunder), plus the Administrative Fee, as Additional Rent recoverable by City in the same manner and with like remedies applicable to any other component of Rent hereunder.

4.7 Method of Payment. The procedure for the payment of the Rent shall be as follows:

4.7.1 Payment Location. All Rent payable hereunder shall be paid to the City of Los Angeles, LAWA, Post Office Box 54078, Los Angeles, California 90054-0078, unless and until City designates some other party to receive or place for the payment of Rent.

4.7.2 General Payment Terms. All Rent shall be paid, without demand, set-off or deduction of any kind, in lawful money of the United States of America and through a domestic branch of a United States financial institution. Upon City's request, Operator shall make payments of Rent by ACH transfer to City's bank account as designated in writing by City. The Rent for any fractional part of a calendar month at the commencement or termination of the Term shall be a prorated amount of the Rent for a full calendar month based upon a thirty (30) day month.

4.7.3 Monthly Gross Receipts Report. In addition to the provision of daily sales revenue data in a format specified by the CEO via electronic means as required under Section 5.5 below, on the twentieth (20th) day of each calendar month throughout the Term of this Agreement, Operator shall submit a monthly accounting of the Gross Receipts for the prior calendar month, including a statement of the Rent payable for such period (e.g. MAG and Percentage Rent). Each monthly accounting shall be in such manner and detail and upon such forms as are prescribed from time to time by the CEO. Such accounting detail shall include, but not necessarily be limited to, the following: Sales by category, sales by location, and average transaction value. Each monthly report is due on the same date as the payment of the Monthly Percentage Rent Payment for that month is due. The monthly report shall be delivered to City at the following address or such other address as the CEO may designate in writing: concessionsreporting@lawa.org. In addition to the foregoing monthly gross revenue report, the CEO may, in his or her sole discretion and with reasonable notice to Operator, require Operator within twenty (20) days following the end of each calendar month to report to the Airport's Chief Financial Officer certain operating statistical and financial data applicable to the Premises and any other part of the Airport covering the previous calendar month in such form and content as shall be reasonably specified by the Chief Financial Officer.

4.7.4 Annual Gross Receipts Report. Within sixty (60) days after the end of each Year, Operator shall submit an annual accounting of the Gross Receipts, including a statement of the Rent payable for such period (e.g., MAG and Percentage Rent). In addition to aggregate Gross Receipts figures for the entire Premises, Operator shall separately provide Gross Receipts figures or other divisible portion of the Premises. Each annual accounting shall be in such manner and detail and upon such forms as are prescribed by CEO. Such accounting detail shall include the detail referred to in Section 4.7.3 above. The annual report shall be delivered to City at the following address or such

other address as the CEO may designate in writing: concessionsreporting@lawa.org. Each monthly and annual report shall be certified by an authorized officer of Operator as being accurate and complete. The receipt by City of any monthly or annual report, accounting or statement or any payment of Percentage Rent or other Rent for any period shall not bind City as to the correctness of the monthly or annual report accounting or statement or the correctness of any payment. Each annual report shall, at Operator's cost and expense, be certified by an independent Certified Public Accounting firm, satisfactory to the CEO.

4.7.5 Other Annual Reports. Within one hundred twenty (120) days of the close of Operator's taxable year, Operator shall furnish to City detailed financial statements, including a balance sheet, an income statement and notes to the financial statements, prepared as of the close of Operator's taxable year, covering all business transacted by Operator at the Airport (the "**Financial Statements**"), and such other reasonable financial and reports including statistical reports as CEO may, from time to time, require (including, without limitation, the Operator's Maintenance Records required under Section 9.1). Said Financial Statements shall be reviewed and certified by an independent Certified Public Accountant.

4.7.6 Late Charge. Notwithstanding any other provision of this Agreement to the contrary, Operator hereby acknowledges that late payment to City of Rent, or other amounts due hereunder will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. If any Rent or other sums due from Operator are not received by City within ten (10) days after their due date, then Operator shall pay to City a late charge equal to five percent (5%) of such overdue amount, plus any costs and attorneys' fees incurred by City by reason of Operator's failure to pay such Rent or any other charges when due hereunder. City and Operator hereby agree that such late charges represent a fair and reasonable estimate of the cost that City will incur by reason of Operator's late payment and shall not be construed as a penalty. City's acceptance of such late charges shall not constitute a waiver of Operator's Default with respect to such overdue amount or preclude City from exercising any of the other rights and remedies granted under this Agreement.

4.7.7 Interest. Any installment of Rent and any other sum due from Operator under this Agreement which is not received by City within ten (10) days from when the same is due shall bear interest from the date such payment was originally due under this Agreement until paid at the greater of (a) an annual rate equal to the maximum rate of interest permitted by law, or (b) fifteen percent (15%) per annum. Payment of such interest shall not excuse or cure any Default (as defined in Section 12.1 below) by Operator. In addition, Operator shall pay all costs and attorneys' fees incurred by City in collection of such amounts.

4.7.8 Prepayment. Notwithstanding anything to the contrary contained in this Agreement, in the event Operator shall fail to pay Rent when due hereunder twice

in any twelve (12) month period, after the City provides Operator with ten (10) days' written notice, City shall have the right to require Operator to pay the Monthly MAG Payment, and all other amounts payable by Operator to City under this Agreement quarterly in advance of when such payments would otherwise be due. Such prepayment will be based on the highest monthly Rent previously due from Operator under this Agreement. Such right shall be exercised by a written notice from City to Operator, which notice may be given any time after such default by Operator, regardless of whether the same is cured by Operator. Nothing in this Section shall limit City's other rights and remedies under this Agreement.

4.8 Total Term Advertising Investment. Operator agrees to purchase, or cause JPMC (as defined in Section 5.12.3) to purchase, dynamic advertising for the lounge or for JPMC's other products and services as part of LAWA's dynamic advertising program in a total amount of Five Million Dollars (\$5,000,000.00) over the Term of the Agreement. As directed by LAWA, Operator shall work with LAWA's contracted advertising provider to build a program of dynamic advertising to satisfy this advertising requirement.

4.9 Books and Records. Operator shall establish and maintain a business office in the County of Los Angeles, which office may be located within the Premises. Operator shall maintain in said office or in such other office approved by the CEO, during the term of the Agreement, its permanent books and records (herein "**Books and Records**"), including but not limited to balance sheets, income statements, general ledgers, subsidiary ledgers, trial balances, sales journals, invoices, chart of accounts and all other supporting documents wherein are kept all entries and information necessary to perform an audit of (i) rentals, fees, and other charges paid and payable to City, (ii) all financial information relating to the Gross Receipts and all other transactions of Operator at the Airport, (iii) any and all costs in connection with the Alterations and Furnishings and any construction performed by or on behalf of Operator at the Airport, and (iv) any other matters relating to the performance of Operator's obligations under this Agreement. City may, in the CEO's sole discretion and with reasonable notice to Operator, require Operator to provide access to all Books and Records and other information necessary in connection with any audit by City under this Agreement. City's right to access such records and information shall survive four (4) years beyond the expiration or earlier termination of this Agreement. Unless otherwise authorized by the CEO in writing, Operator shall retain all Books and Records and any other information necessary to perform any audit as described in this Agreement during the entire term of this Agreement and for a minimum of four (4) years thereafter. The obligations of Operator under this Section shall survive the expiration or earlier termination of this Agreement. Notwithstanding anything set forth in this Agreement, Operator's Books and Records and any reports to be provided under this Agreement shall exclude, and neither City, nor any of their designated employees, agents and accountants, consultants or other professionals, shall have the right to examine or have access to any information about the contractual relationship with JPMC or any of JPMC's customer information or any personally

identifiable information of Operator's or JPMC's customers. City acknowledges that all customer data shared by Operator will be aggregated and anonymized to exclude Operator's proprietary data and personally identifiable information.

4.9.1 Examination of Records. City's accountants or representatives may examine the Books and Records of Operator for the purpose of conducting an audit. Operator shall produce these records for inspection and copying at the Premises or, at CEO's option, City's offices within ten (10) days of CEO's request. In the event Operator does not make available to City the pertinent books and records at the Airport within the aforesaid ten (10) days as set forth in this Section, Operator agrees to pay for all travel costs, housing, meals, and other related expenses associated with the audit of said books, reports, accounts, and records by City at Operator's place of records at any time during its ordinary business hours. If Operator's Books and Records have been generated from computerized data, Operator agrees to provide City with extracts of the data files in a computer readable format or other suitable alternative computer data exchange formats. City shall have the right to interview such employees and representatives of Operator City deems necessary to conduct and support the audit.

4.9.2 Audit; Deficiencies. If it is determined by City as a result of an audit that there has been a deficiency in the payment of any Rent (a "**Deficiency**"), then such Deficiency shall immediately become due and payable upon thirty (30) days written demand by City. In connection with any audit conducted by City, deficiencies ascertained by applying percentages of error obtained from such testing and sampling to the entire period of reporting under examination will be binding upon Operator. If Operator believes that any audit performed on behalf of City has disclosed an isolated error and wishes to increase the sample size of the audit or perform a detail audit, Operator shall pay City for any additional audit procedures. In the event any deficiencies in the amount of two percent (2%) or greater of any item being audited with respect to Rent payable to City hereunder is ascertained by City, Operator agrees to pay City for the reasonable cost of the audit and the Deficiency (and the provisions of Section 4.7.6 (Late Charge) and Section 4.7.7 (Interest) shall apply to the amount of the Deficiency).

4.9.3 Confidentiality. The execution of a confidentiality agreement shall not be a prerequisite to the conduct of any audit by City hereunder. However, to the maximum extent permitted under applicable Laws, all information gained by City from such examinations shall be confidential and shall not be disclosed other than as may be required by court order, other legal process or pursuant to the provisions of the California Public Records Act; provided, however, the foregoing shall not prevent the use of such information in connection with any litigation between the City and Operator; provided, further, to the extent commercially reasonable under the then-existing circumstances, City shall use commercially reasonable efforts to give written notice to Operator in advance of such disclosure to afford Operator the opportunity to attempt to secure available protective measures to safeguard such information.

4.10 Taxes. Operator shall pay all taxes and assessments of whatever character that may be levied or charged upon the rights of Operator to use the Premises (or any portion thereof), or upon Operator's improvements, fixtures, equipment or other property thereon, or upon Operator's operations in connection with this Agreement. In accordance with California Revenue and Taxation Code Section 107.6(a), City states that by Operator's executing this Agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest will be subject to property taxation. Operator, as the party in whom the possessory interest is vested, may be subject to the payment of the property taxes levied upon such interest. Operator shall protect, defend, indemnify and hold harmless City and City Agents from and against Claims incurred by or asserted against City or any City Agent in connections with any and all present or future taxes and assessments of whatever character that may be levied or charged upon the rights of Operator to use the Premises (or any portion thereof), or upon Operator's improvements, fixtures, equipment or other property thereon, or upon Operator's operations in connection with this Agreement.

4.11 Faithful Performance Guarantee. Operator shall furnish to City, at Operator's sole cost and expense, and shall keep in full force and effect and available during the complete term of this Agreement (including any unauthorized hold over period) and for thirty (30) days after the surrender of possession in accordance with the requirements of this Agreement, a Faithful Performance Guarantee ("FPG") to secure the faithful and timely performance by Operator of all terms, provisions, and covenants contained in this Agreement, including, but not limited to, the payment of the Rent (including any Percentage Rent), Additional Rent, the Storage Rent (as defined in Exhibit "G"), and any other specified compensation. The initial amount of the FPG shall be an amount equal to twenty-five percent (25%) of the Minimum Annual Guaranteed Rent in effect as of the commencement of the Term (herein, the "**FPG Amount**"). Such FPG shall be separate from and in addition to any other guarantee(s) required by City.

4.11.1 Commencing on first day of the second Year and the first day of each Year thereafter during the Term (including any extension thereof), the FPG Amount shall be adjusted to equal twenty-five percent (25%) of the Minimum Annual Guaranteed Rent for such Year then beginning; provided, however, that in no event shall the FPG Amount as so adjusted be less than the initial FPG Amount in effect on the commencement of the Term. Such adjustment shall be made within thirty (30) days following Operator's submittal of the annual report for the prior year.

4.11.2 To the extent City may require as part of City's Tenant Improvement Approval Process that Alterations installed by Operator are to be removed upon the expiration or earlier termination of this Agreement, then the FPG may be increased by the amount reasonably estimated as the cost to remove such Alterations and to restore any damage to the Premises

4.11.3 The FPG shall be in the form of an irrevocable standby letter of credit ("LOC"), which shall be self-renewing with an "evergreen clause" that renews the credit from year to year without amendment, subject to termination upon sixty (60) days written notice to City, and issued by issuer acceptable to City, with offices in Los Angeles, California. The LOC shall allow for partial and multiple drawings by City, and must have an expiry date consistent with the ability to make such drawings for the full period required hereunder. The FPG and all amendments increasing the FPG Amount must be approved as to form by the City Attorney.

4.11.4 Operator shall furnish the FPG in duplicate no later than ten (10) days after the Rent Commencement Date of this Agreement, and any amendments to the FPG relating to the adjustment of the FPG Amount shall be delivered to City within thirty (30) days following such adjustment. If, for any reason, said FPG is not provided by Operator or is not thereafter maintained in sufficient amount throughout the Term hereof, City, subject to the notice requirements of this Agreement may terminate this Agreement at any time upon giving Operator five (5) days prior written notice. Following the expiration or earlier termination of this Agreement, and if Operator has satisfied all of its obligations to City hereunder, City shall relinquish to Operator said FPG following such expiration or earlier termination and satisfaction of all obligations to City. The FPG shall be submitted to:

Los Angeles World Airports
Attn: Accounting / Revenue FPG Administrator
6053 West Century Boulevard, Suite 500
Los Angeles, CA 90045

4.11.5 If, at any time during the term of this Agreement, the FPG is a letter of credit and the issuer with respect to the FPG shall, in the opinion of CEO, become unacceptable, the CEO shall have the right to require a replacement LOC which Operator shall furnish to the satisfaction of CEO within thirty (30) days after written notice to do so.

V OPERATING STANDARDS.

5.1 Operating Standards. This Article and its Sections pertain to Operator's operational obligations. Operator shall timely observe and comply with this Article and its Sections, and the failure of Operator to so comply with the terms and provisions of the same shall constitute a material Default under this Agreement. The operating standards referred to in this Article V and its Sections are minimum operating standards, and are in addition to the operating standards and requirements set forth in the Operator's Service Standards Plan and the Rules and Regulations. The parties agree that Operator's performance of its obligations under this Article V with respect to the monitoring and enforcement of the operating standards for concession operations within the Premises are extremely important to City, and that Operator's failure to perform those activities will

result in administrative and monitoring expenses to City and its staff, which may be charged to Operator in the discretion of the CEO.

5.2 Operator's Service Standards Plan. Operator shall prepare a detailed plan for the management of the concession operations within the Premises (the "**Operator's Service Standards Plan**"), which Operator's Service Standards Plan shall at all times be subject to the approval of the CEO. The initial version of the Operator's Service Standards Plan, approved by the CEO prior to the Effective Date of this Agreement, is attached as Exhibit "F". Thereafter, the Operator's Service Standards Plan (including all attachments) shall be updated by Operator and submitted to the CEO, on an annual basis, no later than ninety (90) days following the end of each Year continuing through the end of the Term. The updated Operator's Service Standards Plan shall be subject to the approval of the CEO each Year, and any changes to the Operator's Service Standards Plan that occur during the Year shall be subject to the approval of the CEO. Operator shall manage the concession operations within the Premises substantially in accordance with the Operator's Service Standards Plan as approved by the CEO. The review and approval by the CEO provided pursuant to this Section 5.2 shall not constitute a representation or warranty of suitability, fitness, or profitability. Neither City nor any City Agents (including the CEO) shall be liable for any damage, loss, or prejudice suffered or claimed by Operator, any Operator Party or any other person or entity on account of: (a) the approval or disapproval of any Operator's Service Standards Plan; (b) the operation of the Lounges in accordance with Operator's Service Standards Plan; or (c) the enforcement or failure to enforce Operator's compliance with the Operator's Service Standards Plan. Notwithstanding anything contained in the Operator's Service Standards Plan, in the event of a conflict between the provisions of this Agreement and the provisions of the Operator's Service Standards Plan, the provisions of this Agreement shall control. The contents of the Operator's Service Standards Plan shall include the following:

- a) Evaluation of customer service and quality assurance plan, and remedial action plan for any deficiencies;
- b) Maintenance and janitorial plans for the Premises;
- c) List of award programs and lounge membership and access programs, financial institutions and other third parties engaging Operator for lounge access and summary of such programs service agreements with Operator;
- d) Evaluation of the number of staff and staff to customer ratio, including plans for improvement;
- e) Evaluation of the space utilization in each Unit and plans for improvement;

- f) Evaluation of the amenities and facilities in each Unit and plans for enhancement;
- g) Report of any non-compliance with any applicable Laws and plans for remediation;
- h) Operator's Standard Operating Procedures;
- i) Operator's Operational Continuity Plans;
- j) Operator's Staff Training and Grooming Guidelines;
- k) Recycling Program.

5.3 Staffing and Personnel.

5.3.1 Generally. Operator, at its sole cost and expense, shall employ a full-time trained professional staff at all times during the term of this Agreement of sufficient size, expertise, ability, suitability, and experience in hospitality, sales, customer service and concession management to carry out its obligations and responsibilities under this Agreement. Operator shall maintain a sufficient number of operating staff, including, without limitation, a host and other management and supervisory personnel, on-site at the Premises during the service hours to fully meet the needs of customers, and shall generally maintain an average staff-to-customer ratio of no less than 1-to-4, which may be more particularly set forth in the Minimum Requirements and/or the Operator's Service Standards Plan. A managerial staff on the Premises shall at all times be available by telephone and/or such other communications device as the CEO may require during the service hours. Operator shall furnish prompt, courteous and efficient service and shall ensure polite and inoffensive conduct and demeanor on the part of their respective representatives, agents and employees, collectively referred to herein as "**Personnel**". All such Personnel shall provide a high level of customer service consistent with world class common use lounge operations and shall use skill and diligence in the conduct of business. To that end, Operator shall have in place and enforce Standard Operating Procedures and Staff Training and Grooming Guidelines, which shall provide, among other things: (a) all Personnel, while on or about the Premises, shall be clean, neat in appearance and shall be appropriately attired, with badges or other suitable means of identification clearly visible; (b) all Personnel conform to personal hygiene and product handling requirements established by the Rules and Regulations and the applicable Laws (hereinafter defined), whichever is most stringent; (c) no Personnel, while on or about the Premises, shall use improper language, act in loud, boisterous or otherwise improper way or be permitted to solicit business in an inappropriate manner; (d) all Personnel that interact with the public can adequately communicate with customers and are professional and courteous in interactions with the public; and (e) all Personnel shall have sufficient

knowledge of the Facilities and the Airport to promptly direct and assist passengers in and around the Facilities and the Airport.

5.3.2 Customer Complaints. In the event that Operator receives complaints concerning the concession operations within the Premises, Operator shall promptly investigate and address such complaints and implement any corrective measures to ensure that such repeat complaints will be avoided. Operator shall maintain a log of customer complaints, description of how Operator responded to the complaints, and any corrective measures implemented to avoid repeat complaints. Operator shall make such complaint log available for City's review and inspection as City may from time to time may request. Further, in the event that City shall request a copy of such compliant log, Operator, at its sole cost, shall promptly produce a copy of the complaint log. In the event that the City receives customer complaints related to the Premises, the Operator will promptly investigate such complaints and provide to the CEO an action plan to rectify the causes of the complaint.

5.3.3 Objections. City (through the CEO) shall have the right to object to the demeanor, conduct, and appearance of any Personnel at the Premises, subject to applicable Laws. Operator shall immediately take all steps reasonably necessary to remedy the cause of any objection by City. Operator shall be responsible for the immediate removal from the Premises, or discipline in accordance with Operator's employee discipline policy, of any Personnel who participate in improper or illegal acts in the Airport, or who violate any of the Rules and Regulations or any provisions of this Agreement.

5.3.4 LAWA and Federal Security Requirements. Operator agrees that its principals, employees, agents, affiliates, partners, independent contractors, or any affiliated airside-based personnel shall comply with all Airport and federal security rules, including but not limited to the LAWA Security Credential protocol and Homeland Security rules.

5.3.5 City Not Liable for Employment Issues. This Agreement does not establish any employer-employee, joint venture or agency relationship between City and Operator, and Operator is and shall be engaged independently in the business of managing the Premises (including each unit therein) on its own behalf. All employment arrangements and labor agreements with Personnel are, therefore, solely and exclusively Operator's rights, obligations and liabilities, and City shall have no obligations or liability with respect thereto. Operator hereby agrees to indemnify, defend, and hold City, the Board, CEO and their respective Board members, officers, directors, employees, agents, advisors, attorneys, and representatives (collectively, "City Agents") harmless from and against any Claims of whatever nature that arise in connection with any such employment arrangements or labor agreements relating to Operator and/or Personnel.

5.4 Hours of Operation.

5.4.1 Minimum Hours of Operation. The Premises shall be open for business every day, three hundred sixty-five (365) days per year. Unless otherwise approved by the CEO in writing, Operator shall operate Premises in accordance with the following minimum hours of operation (“**Minimum Hours of Operation**”): Continuous, uninterrupted daily operation beginning at least two (2) hours before the first scheduled departure from the Facility until the last scheduled departure from the Facility. Operator’s duty to be open for business in the Premises commences upon completion of the Initial Premises Improvements and is subject to Force Majeure and any days and/or hours Operator needs to close temporarily to complete the Mid-Term Refurbishment or other Alterations or to repair the Premises following any casualty. Except in connection with the expiration or earlier termination of this Agreement, Operator may not vacate or abandon the Premises at any time.

5.4.2 CEO May Alter Hours. The CEO may, on a thirty (30) days’ notice to Operator, temporarily or permanently modify the Minimum Hours of Operation for the Premises. Operator shall comply with such modifications. Upon the written request of Operator, CEO may, from time to time, authorize a later opening or earlier closing time for the Premises provided that the CEO first finds that Operator has submitted adequate justification therefor; provided, however, decreases in passenger traffic shall not be considered adequate justification.

5.5 Monthly Sales Reports; Electronic Sales Data; Credit Cards.

5.5.1 Gross Sales Reports. During the Term, Operator shall, on or before the twentieth (20th) day of each month, provide to City a monthly report setting forth the gross sales Premises for the prior calendar month. Such monthly report shall be in such form and detail as may be prescribed by the CEO from time to time.

5.5.2 Electronic Sales Data. At any time during the term of this Agreement, the CEO may require Operator to provide to City, at Operator’s sole cost and expense, accurate real-time daily sales revenue data via electronic means in a format that is compatible with City’s system. Operator shall provide City, upon request, access to their daily sales revenue data via electronic means. Operator shall not be required to share Personal Data, as defined in Section 6.2.4 of this Agreement.

5.5.3 Credit Cards, Foreign Currency. Operator shall not be required to accept foreign currency. If Operator elects to accept foreign currency, such may only be accepted for payment of goods and shall not be exchanged. In addition, Operator shall be required to accept all major credit and debit cards in payment for goods and services sold, and there shall be no minimum purchase requirement for transactions using such credit and debit cards. In the event of a dispute regarding what constitutes a major credit or debit card, the determination of the CEO shall be conclusive and binding. Operator shall provide, without charge, change-making services at each cashier location in United States denominated coin and currency.

5.6 Deliveries; Access and Coordination. All deliveries of products, goods, merchandise, supplies, and other materials to and from the Premises and trash removal from the Premises necessary to the operation of the Premises shall be made at locations and hours designated by City (which are subject to change from time to time at the sole discretion of the CEO), in conformance with the Rules and Regulations and other applicable Laws, including but not limited to the Transportation Security Administration (“TSA”) Regulations. City may designate and grant certain airside access rights to Operator for deliveries to and from the Premises and/or require deliveries to go through a mandatory central concession inspection delivery checkpoint. In such event, Operator shall comply with all applicable Rules and Regulations and Laws in order to obtain clearance for airside access and pay all costs and fees in connection with obtaining access and clearance, whether such costs and fees are imposed by City or any other government agencies. Operator shall require that all airside deliveries be made by vehicles and drivers qualified and permitted by City to drive over airside access roadways.

5.7 Removal of Garbage and Refuse. Operator shall strictly comply with the Rules and Regulations and applicable Laws regarding the disposition of trash, rubbish, refuse, garbage and recycled materials, shall regularly remove all trash, rubbish, refuse, garbage and recycled materials from the Premises to the appropriate garbage or refuse disposal area or recycled materials area designated by CEO from time to time and shall remove the accumulation of all such material in such area or areas at frequent intervals. Prior to removal to such garbage or refuse disposal area, Operator shall store all trash and other waste in covered, odor, leak and vermin proof containers (including recycling containers), such containers to be kept in areas not visible to members of the public. Accumulation of trash, boxes, cartons, barrels or other similar items shall not be permitted in any public area at Airport. Operator acknowledges that the CEO may implement coordinated systems for trash recycling and removal and that such coordinated systems may (a) be operated by one or more third party contractors, (b) require the use of a designated transfer locations, (c) require the payment or reimbursement by Operator and other participants of costs and expenses, and any such amounts payable or reimbursable if paid to City shall be Additional Rent hereunder, or may be payable to such third party contractors pursuant to separate agreements with such contractors; and (d) Operator understands and acknowledges that, if implemented, participation with the coordinated systems may be mandatory. Operator shall be responsible for all trash recycling and removal until such time as the CEO delivers written notice to Operator that such systems are being implemented.

5.7.1 Waste Reduction and Removal. Operator shall comply with current and future Rules and Regulations and other regulations promulgated by the City of Los Angeles regarding the reduction and recycling of trash and debris. Without limiting the generality of the foregoing, Operator shall develop and implement a program to remove as much recyclable material from the waste stream as possible (a “**Recycling Program**”). Operator shall prepare and submit to City a written description of such Recycling Program with respect to the Premises, which may be contained in Operator’s

Service Standards Plan together with summary of the volume and type of materials diverted from the waste stream in accordance with such Recycling Program and plans for improvement. Operator shall incorporate reasonable revisions to such Recycling Program required by City:

5.8 **Furnishings Condition.** On or before the Premises Completion Date, Operator shall acquire, install, assemble and set up all trade fixtures, furniture, equipment, dishes, glasses, amenities, and other personal property necessary to operate the Lounge and service the customers (collectively, **"Furnishings"**). The type, quality and quantity of such Furnishings shall initially be as set forth in the Initial Premises Improvements and Furnishing Plan (as defined in Section 7.4) are subject to City's prior written approval. Operator shall maintain the Furnishings in the "as new" condition at all times during the Term, and from time to time replace older Furnishings to operate and maintain the Lounge and products and services offered therefrom in the world class, "as new" condition and quality at all times. Operator shall not lease or hypothecate any Furnishings, and Operator shall at all times during the Term maintain the ownership of all Furnishing, free and clear of any liens, encumbrances, claims or other adverse interests. Operator shall also maintain a detailed inventory of the Furnishings and their condition and such inventory report shall be submitted to City as part of the Operator's Service Standards Plan.

5.9 **Quality of Goods and Services.** It is City's intention that Operator's business be conducted in a manner so as to meet the needs of the Airport patrons and employees and in a manner that will reflect positively upon Operator and City. The Operator shall provide in-lounge service in accordance with the Operator's Standard Operating Procedures, and shall equip, organize, and efficiently manage the Lounge to provide world class goods and services in a clean, attractive, sustainable, and pleasant atmosphere such that the customer experience at the TBIT Gateway Facility Lounge shall make reasonable efforts to be commensurate with such offered at similarly situated lounges of a comparable size that are equipped with comparable amenities within the top ten (10) Independent Airport Lounge as published by the World Airline Skytrax ("Standard"). Upon LAWA commencing the Sky Trax assessment, or any other comparable assessment, City shall notify Operator and Operator shall make commercially reasonable improvements as required by the CEO to satisfy the Standard within a reasonable timeframe following the CEO's written notification to Operator describing such improvements. All costs of such improvements shall be counted toward the TBIT Gateway Facility Minimum Investment Amount or the Minimum Mid-Term Investment Amount (depending on the timing thereof). Operator shall ensure that all customers are provided world class goods and services, and Operator shall keep in stock and have ready for sale at all times of operation a sufficient supply and variety of goods and services offered, competitive with other lounges in the Airport, to meet the demand of customers at the Airport. Operator shall develop and implement creative merchandising techniques to optimize customer experience and satisfaction, including, without limitation, retail merchandise displays; promotional displays; attractive and durable packaging; and menu

boards. Prices for all goods and services shall be displayed and visible to all customers. All retail merchandise and other items sold or kept for sale shall be of high quality and wholesome, and must conform to the fullest extent with all Laws, including but not limited to, applicable food and drug laws, ordinances and regulations. Printed signage and price lists shall include the appropriate use of descriptive terminology that accurately and truthfully describes the goods and services being offered. City reserves the right to approve all product displays. Operator hereby affirms that City, in its sole discretion, has the absolute right to require that Operator discontinue the sale of any goods and services City deems unsatisfactory, distasteful, or inappropriate for any reason and to require Operator to modify menus, signage, and product displays for any reason to the extent such goods, services, menus, signage and/or product displays are not commensurate with the Standard.

5.9.1 Varied Goods and Services. The TBIT Gateway Facility Lounge shall have differentiated products and services to spread capacity, attract customers to the Premises, and to enable segmentation of the user experience to maximize yields. The parties shall meet and confer and coordinate distribution of such goods and services offered at the Premises.

5.9.2 Photographs of Initial Opening. Upon commencement of business at the Premises, Operator shall take photographs of all aspects of the Premises (including but not limited to, any improvements, fixtures, Furnishing, and signs) and products and services offered at the Premises. City reserves the right to request updated photographs during the Term.

5.10 Quality Assurance Audits. Operator shall perform quality assurance audits with respect to the operations at the Premises and the Premises and compliance with the terms of this Agreement and remit report on such audits as part of Service Level Audit procedures and/or the Business and Operation Plan as specified by City, together with any corrective measures. Notwithstanding Operator's obligation to perform quality assurance audits, City reserves the right to conduct periodic performance audits of the Premises to assure that Operator consistently performs and meets all of the operational, safety, sustainability, and compliance standards set forth in this Agreement and the Rules and Regulations. Operator acknowledges performance audits will be conducted by City or its agents, and hereby covenants to cooperate with all such performance audits. City's audits may include, without limitations, the following aspects of Operator's operation: (a) demeanor, conduct, and appearance of any Personnel at the Premises (including any Premises therein), subject to applicable Laws, (b) quality and quantity of goods and services offered at the Premises, (c) cleanliness and maintenance of the Premises, and (d) customer experience at the Lounge. City's audits may include and incorporate the Service Level Audit and such other evaluation measures and processes City may adopt. In the event that City determines that Operator's performance fails to meet the operational standards set forth in this Agreement, City may require an immediate

corrective action and/or require Operator to prepare and submit to City a remediation plan.

5.11 Prohibited Acts. Operator shall not do or permit to be done anything specified in Sections 5.11.1 through 5.11.8. Specifically, Operator shall not:

5.11.1 Interfere with Access. Do anything which may interfere with free access and passage in the Premises, the Common Areas adjacent thereto (including, without limitation, the elevators, escalators, walkways, streets or sidewalks of the Airport), or any restricted non-Common Areas of the Airport, or hinder security, police, fire fighting or other emergency personnel in the discharge of their duties, or hinder access to utility, heating, ventilating or air-conditioning systems, or portions thereof, on or adjoining the Premises or the Common Areas adjacent thereto. Without limiting the generality of the foregoing, Operator shall not install any racks, stands or other display of merchandise or trade fixtures at the Airport outside of the Premises without the prior written consent of CEO.

5.11.2 Interfere with Systems. Do anything which may interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions thereof in or adjoining the Premises (including lines, pipes, ducts, wires, conduits and equipment connected with or appurtenant thereto) or interfere with the effectiveness of elevators or escalators in or adjoining the Premises, or overload any floor in the Premises.

5.11.3 Permit Smoking Where Prohibited. Do anything contrary to the Board of Airport Commissioners' policy, City ordinances, or Section 41.50 of the Los Angeles Municipal Code, which prohibits smoking.

5.11.4 Install Unauthorized Locks. Place any additional lock of any kind upon any window or interior or exterior door in the Premises, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained in such Premises, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to CEO any and all keys to the interior or exterior doors in, and on the Premises (including each unit therein), whether said keys were furnished to or otherwise procured by Operator, and in the event of the loss of any keys furnished by CEO, Operator shall pay City, on demand, the cost for replacement thereof, and the cost of re-keying City's locks. Operator shall install lock boxes in the Premises with copies of keys, as required by City.

5.11.5 Noise and Lights; Other Interference. No loudspeakers, televisions, video monitors, sound systems, audio players, radios, flashing lights or other devices shall be installed in the Premises or used in a manner so as to be heard or seen outside of such Premises without the prior written consent of CEO (including obtaining, and complying with, all applicable City construction approval conditions). Operator shall conduct its operations on the Premises in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all

activities which interfere unreasonably with the use of other premises adjoining the Premises at the Airport, including, but not limited to, the emanation from the Premises of noise, vibration, movements of air, fumes, and odors.

5.11.6 Increase Liability. Do any act or thing upon or about the Premises which will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by City, covering the Premises, or the Facility in which the same are located or which, in the opinion of CEO, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If, by reason of any failure on the part of Operator after receipt of notice in writing from City to comply with the provisions of this section, any fire insurance rate on the Premises, or any part thereof, or on the Facility in which the same are located, shall at any time be higher than it normally would be, then Operator shall pay City, on demand as Additional Rent, that part of all fire insurance premiums paid by City which have been charged because of such violation of failure of Operator; provided, however, that nothing contained herein shall preclude Operator from bringing, keeping or using on or about the Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary.

5.11.7 Airport Hazard. Make any uses of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to such operations.

5.11.8 Permit Unlawful Use. Use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purposes, or commit any nuisance or waste upon the Premises.

In the event that any of the aforesaid covenants or restrictions set forth above in this Section 5.11 is breached, without waiving any other remedies available under this Agreement, City reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Operator.

5.12 Signs, Promotions & Displays.

5.12.1 Subject to the restrictions contained in Section 5.13, and except as provided in this Section 5.12, Operator shall not erect, construct or place any sign, promotion or display in, on or upon any portion of the Premises or the Airport unless Operator has submitted to CEO drawings, sketches, design dimensions, and type and character of such sign, promotion or display proposed to be placed thereon or therein and has received written approval from CEO with respect thereto. Notwithstanding the foregoing, Operator may, without the prior consent of the CEO, place signs or displays within the Premises that promote the products and/or services sold by Operator, provided that such sign or display is not readily visible from outside of the Premises. All signs, promotions and displays shall comply with applicable design guidelines of City as

revised from time to time and all applicable construction approvals and conditions. Operator shall not erect, construct or place any sign, promotion, advertisement or display outside the Premises, without the prior written approval of the CEO; provided however, Operator may install wayfinding and entrance signage commensurate with the Standard in accordance with the methods and design provided in the LAWA Wayfinding and Signage Standards in the LAWA Design and Construction Handbook. In addition, from time to time during the Term, City may, in its sole discretion, provide Operator with designated advertising spaces in the Facilities. Such advertising spaces shall be provided on as-available basis and each time for such duration as may become available. Nothing herein shall require City to create additional advertising fixtures to provide spaces for Operator and/or terminate its agreements with third parties to provide for the advertising opportunities for Operator.

5.12.2 Other than signs, promotions and displays approved or permitted pursuant to Sections 5.12.1 and 5.13, Operator shall not, at any time, under any circumstances, install, place, or maintain any type of advertising or promotional material in, on or upon the Premises or the Airport.

5.12.3 Unless approved by the CEO, the Premises shall be free of all third-party advertising, signs, credit card application dispensing Premises, posters, and banners. Operator shall be permitted to market JPMorgan Chase Bank, N.A. ("JPMC") products and services, and JPMC's partners' products inside the Lounge, which are not considered third-party products. Operator may request in writing to CEO to conduct marketing activities of other third parties. CEO has the sole discretion to reasonably approve or deny such request and the decision will be final.

5.12.4 Noncompliance by Operator with the provisions of this Section 5.12 shall result in City's right to immediately remove said unauthorized signs, advertising, or other written materials and to store same at Operator's expense. It being understood and agreed that such signs, advertising, or other written materials are generally of nominal value, City may dispose of said signs, advertising, or other written materials if Operator does not reimburse City for its expenses for removal and storage, plus the Administrative Fee, and claim said signs, advertising, or other written materials within fifteen (15) calendar days after City has provided written removal notice.

5.12.5 City shall have the right but not obligation to promote or advertise the TBIT Gateway Facility Lounge on its own channels, which may include, without limitations, the Airport website or mobile applications. For such purpose, City shall have the right to use and incorporate Operator's web address (URLs) and application programing interface.

5.12.6 Removal of Signs. Upon the expiration or earlier termination of this Agreement (or any partial termination with respect to portion of the Premises), Operator shall remove, obliterate or paint out, any and all of Operator's signs, promotions and displays as CEO may direct. In addition, upon demand by CEO, Operator shall

remove, obliterate or paint out, any signs, promotions, advertising or displays placed or installed in violation of this Agreement, as CEO may direct. If Operator fails to do so, CEO may cause said work to be done at the sole cost and expense of Operator, and Operator shall pay the same to City, plus the Administrative Fee, as Additional Rent within thirty (30) days of receipt of City's invoice.

5.12.7 TMO Consent. City has advised Operator that City is a party to the Terminal Media Operator Concession Agreement between the City and JCDECAUX AIRPORT, INC. (as the "TMO"), a Delaware corporation (Contract No. LAA-8796 dated February 1, 2014, the "TMO Agreement."). The TMO Agreement calls for the development of indoor advertising, sponsorship and emerging media opportunities at LAX through December 31, 2025,

5.12.8 The TMO Agreement provides, among other things, that:

a. City reserves the right to permit persons other than the TMO and its agents to develop, market and operate certain Emerging Media applications, and,

b. "If a third party approaches the City with a proposal to provide an element of Emerging Media at the Airport that is not already provided by TMO, the Executive Director shall use diligent efforts to refer such third party to TMO and TMO shall evaluate such element of Emerging Media and, at TMO's sole option, TMO may incorporate such element of Emerging Media into TMO's operations at the Airport. If TMO shall determine not to incorporate such element of Emerging Media into its operations at the Airport, or if TMO shall not reach agreement with such third party within ninety (90) days after referral by the Executive Director, the City may, in its sole discretion, but shall not be required to, enter into a competitive process to procure such element of Emerging Media or negotiate directly with such third party to provide such element of Emerging Media at the Airport on such terms and conditions as shall be acceptable to the City. If a third party proposes to provide an element of Emerging Media at the Airport that is already provided by TMO in some respect, the Executive Director shall first consult with TMO and then make a determination, in his or her reasonable judgment, whether or not, in light of all of the existing facts and circumstances then known, it is in the best interests of the City, the Airport and its tenants and customers to permit such third party to provide such element of Emerging Media."

5.12.9 Operator shall not take any actions that are in conflict with these provisions of the TMO Agreement.

5.13 Right to Promote Products; Restriction on Advertising. Except as set forth in Section 5.12.3, Operator has no rights (a) to advertise or promote the products of any third party not offered in the Lounge, or (b) to participate in any non-City sponsored marketing income program at the Airport. Operator hereby agrees to indemnify, defend and hold City and City Agents (as defined in Section 5.2.4 below) harmless from and

against any Claims (as defined in Section 14.2 below) City may suffer or incur as a result of Operator's violation of this Section. Operator hereby assigns to City and agrees to pay to City as Additional Rent hereunder any fees, compensation or other revenue received by Operator, directly or indirectly, from any such advertising or product promotion in violation of this Section. Operator may, within Operator's Premises, promote the products and/or services sold by Operator in such Premises in accordance with the provisions of Section 5.13 of this Agreement.

5.14 Licenses and Permits. Operator shall obtain and pay for all licenses and permits necessary or required by Law to conduct its operations at the Premises.

5.15 Compliance with Laws.

5.15.1 Operator shall, at Operator's sole cost and expense, and shall cause Operator's contractors, subcontractors, employees, representatives, agents, permittees, and invitees (individually, a "**Operator Party**" and collectively, the "**Operator Parties**") to fully and faithfully observe and comply with (a) all municipal, state and federal laws, statutes, codes, rules, regulations, ordinances, requirements, and orders (collectively, "**Laws**"), now in force or which may hereafter be in force pertaining to the Premises or Operator's use of the Premises, the Facility(ies) or the Airport (including without limitation, (i) all safety, security and operations directives of City, including by CEO, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport or the use of facilities at the Airport; and (ii) any and all valid and applicable requirements of all duly-constituted public authorities (including, without limitation, the Department of Transportation, the Department of Homeland Security, the Federal Aviation Administration, and the TSA)); (b) all recorded covenants, conditions and restrictions affecting the Airport ("**Private Restrictions**") now in force or which may hereafter be in force; and (c) the Rules and Regulations. The judgment of any court of competent jurisdiction, or the admission of Operator in any action or proceeding against Operator, whether City be a party thereto or not, that Operator has violated any Laws or Private Restrictions, shall be conclusive of that fact as between Operator and City. As used in this Agreement, "**Laws**" shall include all present and future federal, state and local statutes, ordinances and regulations and City ordinances applicable to Operator, the Premises, the Permitted Use or the Airport, including but not limited to requirements under the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., including, without limitation, to Title III thereof, and all regulations and guidelines related thereto, together with any and all laws, rules, regulations, ordinances, codes and statutes now or hereafter enacted by local or state agencies having jurisdiction thereof (including, without limitation, all of the requirements of Title 24 of the California Code of Regulations), as the same may be in effect on the date of this Agreement and may be hereafter modified, amended or supplemented (collectively, the "**ADA**"), all acts and regulations relating in any way to food and drugs, worker's compensation, sales and use tax, credit card processing, social security, unemployment insurance, hours of labor, wages, working conditions, the Immigration

Reform and Control Act of 1986, United States Customs and Border Patrol regulations, the City of Los Angeles Administrative Code, and all Hazardous Materials Laws (as defined in Section 15.2 below).

5.15.2 Operator agrees to pay or reimburse City as Additional Rent for any damages, civil penalties or fines and any attorney fees and costs which may be assessed against or incurred by City as a result of the violation by Operator or any Operator Party of any Laws or Private Restrictions, which payment shall be made by Operator within thirty (30) days from receipt of City's invoice for such amount and documentation showing that payment of such penalty or fine is Operator's responsibility hereunder.

5.16 Airport Operations. Operator acknowledges that the operational requirements of the Airport as an airport facility, including without limitation security requirements, are of paramount importance. Operator acknowledges and agrees that Operator must conduct its business in a manner that does not conflict with the operational requirements of the Airport as an airport facility and that fully accommodates those requirements. Without limiting other waivers herein, Operator waives all Claims against City and City Agents arising out of or connected to the operation of the Airport as an airport facility.

5.17 City's Use of Lounge. City shall have the right to use any portion of the Lounge for promotional or filming purposes without compensation to Operator therefor. City shall provide fourteen (14) days' advance notice before such intended use, describing the time, duration and location of the intended use. Operator shall cooperate with City's use of any portion of the Premises. In the event of any damage to the Premises as a result of City's use of same, City shall perform or cause to be performed the necessary repair of the damage at its own cost.

VI COMPLIANCE WITH PCI STANDARDS, CYBERSECURITY AND PRIVACY.

6.1 PCI Compliance. Operator shall implement, maintain and comply with the Payment Card Industry (PCI) Data Security Standard Requirements and Security Assessment Procedures (the "PCI Standards") as promulgated by the PCI Security Standard Council (and as may be amended from time to time) in connection with the Operator's activities and operations pursuant to this Agreement, including, without limitation, obtaining PCI Standard certification for all relevant hardware and software, arranging for required PCI Standard testing, and satisfying PCI Standard reporting requirements. The current PCI Standards are available on the following internet site: <https://www.pcisecuritystandards.org>. As evidence of compliance, Operator shall provide, when requested by the CEO, current evidence of compliance with the PCI Standards certified by a third party authority recognized by the payment card industry for that purpose.

6.2 PCI Attestation. Operator shall secure, and provide to the Airport, a valid PCI attestation within two months of commencement of operation. Operator shall renew its PCI attestation annually and provide a copy of the attestation. The attestation audit shall be commissioned from a reputable third-party PCI Auditor at the Operator's cost. Operator shall notify the Airport immediately of any PCI attestation audit findings and shall remediate such findings immediately.

6.3 Responsibility for Security of Personal Data. Operator shall maintain and protect in accordance with the PCI Standards (where applicable) and all applicable Laws (including but not limited to the California Consumer Privacy Act) relating to the security of all Personal Data (as defined below) in connection with its operations and activities under this Agreement. For purposes of this Agreement, the term "Personal Data" shall have the meaning ascribed to it, or to a similar term (such as "personal information" or "personally identifiable information" under applicable data protection laws. Operator represents, warrants and agrees that Operator will collect, store, protect, use, process, destroy and otherwise treat Personal Data only in compliance with (a) its user agreements consented to by users of the Airport Facilities and services, (b) this Agreement, (c) City's, California, and federal privacy policy and requirements as updated from time to time, and (d) all applicable foreign and domestic Laws (including, but not limited to, current and future Laws relating to spamming, privacy, confidentiality, data security, and consumer protection).

6.4 Security Breach. Operator shall implement and maintain data protection protocols, consistent with all applicable industry standards (including, without limitation, PCI Standards), to protect data against unauthorized or unlawful transfer, processing, copying or alteration, and against accidental access, loss, damage, processing, use, transfer or destruction. In the event of an incident requiring notification under California Civil Code ("CCC") Section 1798.82 with respect to Personal Data for which City is a controller and Operator is a processor (a "Security Breach"), Operator shall notify City within 24 hours of discovery of such incident, consistent with the needs of law enforcement, as provided for under CCC Section 1798.82.

6.4.1 In the event of a Security Breach, the Operator shall coordinate its response with the Airport CEO and his/her designated representatives.

6.4.2 In the event that Operator becomes aware, or LAWA makes Operator aware, of a security breach involving Airport customers that is reasonably possible to be in connection with Operator's activities, or in the event LAWA is obligated by a regulatory body to investigate a breach, Operator shall fully cooperate and cause its subcontractors, agents and employees to fully cooperate with City, at Operator's sole cost and expense, in rectifying any misuse, including, without limitation, notifying all affected Airport customers. City shall have the right (if City so elects) to determine, in its sole discretion, the content, and means of delivery of any such affected Airport customer notification. Operator shall bear all reasonable costs and expenses for

mitigation actions incurred as a result of any such security breach, including but not limited to, the administrative cost of opening and closing accounts, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for Airport customers whose Personal Data has or may have been compromised.

6.5 Survival. The provisions of this Article VI shall survive the expiration or termination of this Agreement.

VII USE OF AIRPORT AND CUSTOMER INFORMATION

7.1 Airport Information. Operator shall ensure that all Airport-related data, including but not limited to flight data, boarding gate information, boarding times, roadway status information, airport maps, and airport concessions information, is provided to Lounge customers via mobile applications, web applications, or public digital displays in the Lounge. Operator shall ensure that such Airport information is sourced directly from LAWA approved sources. Unless otherwise agreed with LAWA, Operator shall use commercially reasonable efforts to ensure that all Airport-related data is available in real-time to customers. Unless directed otherwise by LAWA, Operator shall broadcast LAX alert information to all customers, including evacuation alerts and emergency information.

7.2 Lounge Information. Operator shall provide LAWA a catalog of Lounge information, including, but not limited to, Lounge opening times, and Lounge services, including services descriptions and fees, and current status of such services. Operator shall provide the catalog of Lounge information to LAWA through an electronic data exchange portal designated by LAWA. Operator shall ensure that all Lounge information is accurate and up-to-date and that changes to the Lounge information will be made available to LAWA in real-time, including if any services are taken offline temporarily or permanently for any reason. Operator will provide LAWA in real-time via electronic interface determined by LAWA a scan of the boarding pass of each customer (de-identified of personal information) entering the Lounge and transaction data (de-identified of personal information) pertaining to Lounge services transactions. Operator shall provide LAWA with Operator's customary customer experience and satisfaction reports related to lounge services as requested. Operator shall provide additional Lounge information as reasonably requested by LAWA from time to time.

7.3 Co Marketing Cooperation. LAWA will promote interface to sale of Lounge day passes and related Lounge services (if any) directly through LAWA's digital marketplace in accordance with availability confirmed by the Operator. Operator will provide digital interface to book such passes in advance during available time slots. LAWA will work with the Operator to identify opportunities for promotion/bundle packages with the Lounge and other airport concessions/services, including but not limited to airport parking, duty free sales, airline/airport frequent flyer/loyalty programs, and other passenger amenities. Operator will actively promote Airport information through Operator's mobile applications, web applications, and/or public digital displays

in the Lounge. This may include but not be limited to, interfaces or links to LAWA and concession promotional content, commerce interfaces to LAX concessions and service providers offering the ability to order from the Lounge for collection or delivery (excluding in lounge food delivery), and related lounge services.

VIII IMPROVEMENTS AND REFURBISHMENTS.

8.1 Operator's Design and Construction Obligations – In General. Operator shall, at Operator's cost and expense, design and complete in a timely manner the construction of all improvements and the installation of all Furnishings required to be constructed or installed by Operator, as provided in Operator's Proposal, and pursuant to the terms of this Agreement to the satisfaction of the CEO, in accordance with the "LAX Sapphire Lounge by The Club Project Schedule" of the Operator's Proposal as updated pursuant to Exhibit "D". Operator shall coordinate its design and construction activities in a manner consistent with other design and construction activities occurring within the Facilities, including, without limitation, the design and construction activities of any other concessionaires, or tenants within any such Facility. Operator shall manage and coordinate all such activities in such a manner as to minimize, to the greatest extent practicable, disruption of or interference with Airport and Facility operations. In the event of a dispute between Operator and any concessionaire or tenant regarding design or construction activities or related interference with operations, Operator shall immediately report such dispute to the CEO and promptly thereafter meet and confer with the CEO. The CEO shall have the right to resolve any such dispute, and any such decision or other resolution by the CEO shall be final and binding upon Operator. Such decision or other resolution shall be in the CEO's sole discretion.

8.2 Prevailing Wage. Construction work performed on City's property will require payment of prevailing wages, if applicable. Operator is obligated to make the determination of whether the payment of prevailing wages is applicable, and Operator shall be bound by and comply with applicable provisions of the California Labor Code and federal, state, and local laws related to labor. Operator shall indemnify, defend and pay or reimburse City for any damages, penalties or fines (including, but not limited to, attorney's fees and costs of litigation) that City incurs, or pays, as a result of noncompliance with applicable prevailing wage laws in connection with the construction work performed in connection with this Agreement (including, without limitation, the Initial Premises Improvements, the Mid-Term Refurbishment and any Alterations hereunder).

8.3 Condition of Premises on Delivery Date. Except as otherwise set forth in this Agreement or otherwise agreed in writing by the CEO, and subject to the provisions of Section 3.8, upon the applicable Delivery Date for the Premises (and such later added areas, if any, including but not limited to Relocation Premises, which become part of the Premises), Operator shall accept the same in its "AS IS, WHERE IS" condition, and "WITH ALL FAULTS" and without any improvements or alterations to be made or

constructed by City. Operator agrees to accept the Premises in such condition, delivered to Operator as of the Delivery Date for the Premises.

8.4 Construction of Initial Premises Improvements and Installation of Furnishings. Operator shall initially design, improve and equip the Premises, at Operator's cost and expense, and in accordance with the Tenant Improvement Approval Process (including the Design and Construction Handbook referenced therein) and the provisions of Article VIII. Operator shall provide, or cause to be provided, all improvements, fixtures, equipment and other Furnishings which are necessary to operate the Premises (including all Premises therein) in accordance with the Initial Improvement and Furnishing Plan to the satisfaction of CEO. The term **"Initial Premises Improvements"** shall mean the initial improvements that are made by Operator to the Premises that are constructed at Operator's cost pursuant to the Initial Improvement and Furnishings Plan and are approved by the CEO following completion as such. The term **"Initial Premises Improvements and Furnishings"** shall mean the Initial Premises Improvements and Furnishings that are made or installed by Operator to the Premises that are constructed or installed at Operator's cost pursuant to the Initial Improvement and Furnishings Plan and are approved by the CEO following completion as such. Subject to delays due to events of Force Majeure (as defined in Section 8.4.1 below) and except as otherwise set forth in this Agreement, Operator shall complete the Initial Premises Improvements and Furnishings by the date or dates set forth in the Initial Improvement and Furnishing Plan. The applicable date or dates for the completion of the Initial Premises Improvements and Furnishings is referred to herein as the **"Premises Completion Date"**. In addition to Operator's rights set forth in Section 1.2, the CEO shall have the right (but not the obligation) to extend the Premises Completion Date, which right may be exercised by the CEO in his or her sole discretion. Subject to Section 1.2 above, the failure of Operator to design, construct and/or install any of the Initial Premises Improvements and Furnishings in the time and manner set forth in this Agreement shall constitute a material breach of this Agreement, and in addition to any and all other rights and remedies of City under this Agreement in connection with such breach (which rights and remedies shall be cumulative to the fullest extent permitted by law), the CEO shall have the right, if such failure is not cured within thirty (30) days after written notice, to terminate Operator's right to use, occupy and operate the Premises. Operator shall also be responsible for the timely design, construction and installations of any further improvements or renovations to the Premises or refurbishment of any Furnishings therein that may be required following the construction and installation of the Initial Premises Improvements and Furnishings on the Premises.

8.4.1 Definition of Force Majeure. For purposes of this Agreement, the term **"Force Majeure"** shall mean, in relation to the conditions that may cause a party to be temporarily, partially or wholly prevented from performing its obligations to the other party under this Agreement and not for any other purpose or for any benefit of any third party: any event beyond the reasonable control of the party claiming it, including, but not limited to, embargoes, shortages of material, acts of God, acts of public enemy (such as

war, (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage), acts of a governmental authority (such as the United States Department of Transportation, the Department of Defense, the Federal Aviation Administration, the TSA, and the Environmental Protection Agency), fires, floods, earthquakes, hurricanes, tornadoes and other extreme weather conditions; provided, however, that strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns specific to Operator's workforce or operations shall not be considered an event of Force Majeure. The term Force Majeure includes delays caused by governmental agencies in the processing of applicable building and safety permits but only to the extent that such processing time actually exceeds the normal and reasonable processing time period for such governmental agency permit; provided, however, that any delays caused by Operator in the processing of such permits (such as Operator's failure to submit complete applications for such permits) shall not be considered a basis for a claim of Force Majeure by Operator. Any lack of funds shall not be deemed to be a cause beyond the control of a party. If Operator shall claim a delay due to Force Majeure, Operator must notify City in writing within five (5) business days of the date (to be included in notification) on which Operator determines that any claimed event of Force Majeure will actually delay or prevent its performance of any claimed event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming Force Majeure and the anticipated delay in Operator's performance to the extent such anticipated delay is known to Operator at the time such notice to City is required. If Operator fails to provide such notice within said five (5) business day period, then no Force Majeure delay shall be deemed to have occurred. Delays due to events of Force Majeure shall only be recognized to the extent that such event actually delays the performance by such party and cannot otherwise be mitigated using commercially reasonable efforts.

8.5 Improvement Financial Obligation. Unless otherwise approved by the CEO, Operator covenants and guarantees that Operator shall make a capital investment in the Initial Premises Improvements and Furnishings that are to be constructed and installed within TBIT Gateway Facility in an amount not less than Twenty-Five Hundred Dollars (\$2,500) per square foot or Twenty-Three Million One-Hundred Thousand Dollars (\$23,100,000) (the "**TBIT Gateway Facility Minimum Investment Amount**"). The TBIT Gateway Facility Minimum Investment Amount shall be expended by Operator on the Initial Premises Improvements and Furnishings within TBIT Gateway Facility constructed in accordance with this Agreement on or before the applicable Premises Completion Date. Expenditures which are not incurred by the Operator in accordance with this Agreement and the Initial Improvement and Furnishings Plan shall not be included or otherwise credited toward the satisfaction of the TBIT Gateway Facility Minimum Investment Amount (defined together with reference to excluded expenditures in Section 8.6, Mid-Term Refurbishment, "**Excluded Expenditures**"). Operator acknowledges that such minimum investment is of particular importance. In the event that Operator fails to invest the TBIT Gateway Facility Minimum Investment Amount as provided above, Operator shall pay to City, as additional damages, the positive shortfall, as reasonably determined by the CEO, between the TBIT Gateway

Facility Minimum Investment Amount and the amount actually invested by Operator in the Initial Premises Improvements and Furnishings within TBIT Gateway Facility (excluding any Excluded Expenditures). Operator shall pay to City such amount within thirty (30) days following written demand by the CEO.

8.6 Mid-Term Refurbishment. Operator acknowledges and agrees that, no later than the sixth anniversary of the Rent Commencement Date, it shall, at its sole cost and expense, plan, design and complete refurbishments, redecorations, and updates to the Premises (the “**Mid-Term Refurbishment**”) in accordance with the “Mid-Term Refurbishment Plan” described in the Operator’s Proposal and as approved by the CEO and other requirements contained in this Agreement. The Mid-Term Refurbishment planned and constructed in accordance with the Tenant Improvement Approval Process (including the Design and Construction Handbook referenced therein) and provisions of Article VII. Operator shall invest no less than Five Hundred Dollars (\$500) per square foot or Four Million Six-Hundred Thousand Dollars (\$4,600,000) to complete the Mid-Term Refurbishment (the “**Minimum Mid-Term Refurbishment Amount**”). Expenditures which are not incurred by the Operator in accordance with this Agreement and Mid-Term Refurbishment Plan are Excluded Expenditures which are not included or otherwise credited toward the satisfaction of the Minimum Mid-Term Refurbishment Amount. The Mid-Term Refurbishment shall be completed within twelve months after commencement.

8.7 City Approval of Improvements. All improvements and alterations (including, without limitation, the Initial Premises Improvements and the Mid-Term Refurbishment) (collectively, the “**Alterations**”) shall be subject to the Tenant Improvement Approval Process, and Operator shall comply with the Tenant Improvement Approval Process, including without limitation, the requisite submission to City’s Commercial Development Group for approval all required plans and other information. Upon receipt of the CEO’s approval and any other applicable approvals, Operator shall promptly construct and complete the Alterations called for by the approved working drawings and specifications. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining CEO’s approval in writing.

8.7.1 FAA Compliance. Operator agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Administration Regulations as may be applicable.

8.7.2 Permits Required. Prior to the commencement of any work, Operator shall, at its own cost and expense, obtain all other permits and approvals required by applicable Laws including, but not limited to Los Angeles Department of Building and Safety, Los Angeles County Department of Health and OSHA. CEO’s approval of the plans, specifications and working drawings for any Alterations (including the Initial Premises Improvements) to the Premises shall create no responsibility or

liability on the part of City for their completeness, design sufficiency, or compliance with all Laws and other requirements of governmental agencies or authorities. Neither City nor any City Agents shall be liable for any damage, loss, or prejudice suffered or claimed by Operator, any Operator Party or any other person or entity on account of: (a) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or matters; (b) the construction or performance of any work whether or not pursuant to approved plans; (c) the Alteration on any portion of the Premises or modification to any portion of the Premises; or (d) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Agreement.

8.7.3 Design and Engineering. Operator shall, at its own cost and expense, employ competent architects, engineers and interior designers. Operator warrants that all design and construction work and services shall conform to the highest professional standards pertinent to the respective trade or industry. All Alterations shall be designed to industry standards appropriate for a best-in-class international airport facility.

8.7.4 Approval Process. Operator's initial request for City's consent to Alterations, including but not limited to the Initial Premises Improvements, to the Premises shall include detailed and complete plans and specifications for the proposed work ("**Concept Request**") that clearly defines the scope of work and such other materials and information as City may reasonably request. As a condition of its approval of the Concept Request, City may impose any requirements that City considers desirable or necessary, including requiring additional work or modification of the proposed work, and requiring that Operator provide City with a surety bond, letter of credit, or other financial assurance that the cost of the Alterations will be paid when due. City shall not unreasonably withhold or delay its consent to proposed Alterations. However, City may require changes to Concept Request or withhold approval if the Alterations would or could, among other things: (a) affect the structure of the Facilities or any portion of the Airport other than the interior of the Premises; (b) affect the building systems; (c) result in City being required under Laws to perform any work that City could otherwise avoid or defer; (d) result in an increase in the utilities or services that City is required to provide; (e) cause an increase in the premiums for hazard or liability insurance carried by City; (f) otherwise overload the floor load capacity or unduly burden the building systems; (g) interfere with the use or enjoyment of other occupants, concessionaires or tenants of the Airport; or (h) interfere with City's development, or operation or maintenance of the Facilities. In addition, City may require periodic review and inspection. Upon City's approval of the Concept Request, Operator shall prepare the final working drawings and specifications that are in all respects accurate reflections of the approved Concept Request with any additions or modifications required by City ("**Final Alterations Plans**") and will submit to City five (5) copies of the Final Alterations Plans, together with a written request for construction approval. Operator shall not commence work on the proposed Alterations until City has approved the Final Alterations Plans and issued a "Notice to Proceed Letter." Upon receipt of the Notice to

Proceed Letter, Operator shall construct the Alterations in accordance with the Final Alterations Plans. Any material change to the Final Alterations Plans shall be subject to City's prior written approval. Without limiting the generality of the remedies available to City for any Default under this Agreement, if Operator shall fail to timely and completely perform its obligations under this Article VII following the City's Notice to Proceed Letter, City may require Operator to pay reasonable damages equal to five hundred dollars (\$500) for each day for which the failure continues. Operator shall pay to City, within thirty (30) days after demand therefor, City's actual and reasonable out-of-pocket costs incurred in reviewing or considering any request and plans for the Alterations, and inspecting construction of the Alterations plus the Administrative Fee.

8.7.5 Licensed Contractors; Warranty. All construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question by duly licensed contractors under the supervision of a competent architect or licensed structural engineer. Operator warrants that all materials and equipment furnished will be new and of good quality unless otherwise specified, and that all workmanship will be of good quality, free from faults and defects and in conformance with the design documents approved by the TSA and/or the City of Los Angeles Department of Building and Safety, as applicable.

8.8 Unauthorized Alterations. Operator shall not make any Alterations without first complying with City's construction approval process set forth in Article VII. Any unauthorized Alterations made by Operator to the Premises shall be removed at Operator's sole cost and expense and any damage to such Premises shall be promptly repaired, and if not removed and repaired within thirty (30) days of demand from City, and should Operator fail to so remove such Alterations and restore such Premises City may remove such Alterations and restore such Premises at Operator's sole cost and expense, and such cost, plus the Administrative Fee, shall be payable to City as Additional Rent within thirty (30) days of delivery of an invoice therefor.

8.9 Building Codes. All Alterations, fixtures and equipment constructed or installed by Operator in or about the Premises, including the plans and specifications therefor, shall in all respects conform to and comply with the applicable Laws (including, without limitation, ordinances, building codes, rules and regulations of the City of Los Angeles and such other authorities as may have jurisdiction over the Premises or Operator's operations therein), and City Policies (as defined in Section 17.23). If and to the extent that Operator's activities or proposed Alterations trigger an obligation or requirement on the part of City to make changes to the Airport (including under the ADA), Operator shall indemnify, defend, and hold harmless City and City Agents from and against any Claims arising out of such activities or Alterations. The approval by CEO provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefor shall at all times remain in Operator.

8.10 Workers' Compensation. Prior to commencement of any such construction, Operator shall first submit to City a certificate of insurance evidencing the fact that Operator (and any relevant Operator Party) maintains workers' compensation and employers liability coverage in the amounts and form required by the Workers' Compensation Act and insurance Laws of the State of California. Such certificate shall include a Waiver of Subrogation naming and for the benefit of the City of Los Angeles and City Agents. Such certificate shall contain the applicable policy number and the inclusive date for same, shall bear an original signature of an authorized representative of the insurance carrier and shall also provide thereon that the insurance shall not be subject to cancellation except after notice by registered mail to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the date of cancellation.

8.11 Payment and Performance Bonds (Private Works). In connection with the Initial Premises Improvements, and any other Alterations, Operator shall furnish, at its sole cost and expense, payment and performance bonds, each in the principal sum (i.e., 100%) of the amount of the work of Alterations proposed by Operator, or alternative security deposit for said amount acceptable to CEO. Operator shall comply with the provisions of California Civil Code Sections 8600 through 8614 or Sections 9550 through 9566, as applicable to any such bonds, by filing the original contract and any modifications thereto in the office of the Los Angeles County Recorder, together with the bonds specified therein, and conformed copies of such bonds, filed for record as aforesaid, shall be furnished by Operator to City. Such payment and performance shall be furnished no later than thirty (30) days prior to the commencement of such work. The payment and performance bonds shall be in substantially the same form as that of Exhibits "H and "I" attached hereto (or such other form as may be reasonably prescribed from time to time by the City Attorney), be issued by a surety company satisfactory to CEO, and authorized and licensed to transact business in the State of California and be for the full amount stated above with the City of Los Angeles, Department of Airports as obligee to the Performance Bond and subcontractors and materialmen as obligee to the Payment Bond, and shall guarantee the full, faithful and satisfactory payment and performance by Operator of its obligations to construct and install the aforementioned Alterations, and shall guarantee the payment for all materials, provisions, supplies, and equipment used in, on, for, or about the performance of Operator's works of improvement or labor done thereon of any kind, and shall protect City from any liability, losses, or damages arising therefrom.

8.12 Telecommunications Facilities.

8.12.1 Operator and its Telecommunications Service Providers (as defined herein) shall not install Telecommunication Facilities (as defined herein) in Common Areas, shared space, or other respective areas of the Airport, or in currently designated or future primary or secondary minimum-points-of-entry, without prior written approval of CEO and any approval required as part of the Tenant Improvement Approval Process. All such Telecommunications Facilities and services shall comply

with Federal Communications Commission licensing regulations, with City of Los Angeles building codes, and with all other applicable Laws. All work performed in connection with the installation of any Telecommunication Facilities shall comply with the provisions of this Agreement applicable to construction projects. City may require its contractors or personnel to observe such installation or servicing to assure compliance with this Agreement. In such event, Operator shall pay to City as Additional Rent hereunder, the cost or imputed cost of such observation and compliance monitoring. For purposes of this Agreement, **“Telecommunication Facilities”** shall mean and include the installation, operation, and provisioning of telecommunications circuits, conduit, cabling, antennas, equipment, infrastructure and service connections thereto, but shall not include such systems contemplated in Section 3.15 above; and **“Telecommunication Service Providers”** shall mean and include cable and equipment installation contractors, system operators, and any entity which provides telecommunication services, such as Sprint, Verizon, AT&T, or government entities. Prior to any installation or servicing of any Telecommunication Facilities, Operator shall submit to City (with copies to LAWA Project Management Division and Manager of LAWA Information Technology Division at 1 World Way, Room B14, Los Angeles, CA 90045) for approval documentation of each Telecommunication Facility and the infrastructure proposed to be used (collectively, **“Telecom Documentation”**), which Telecom Documentation shall include, but not be limited to, plans and drawings with specific routing detail, conduit types and sizes, access junction boxes, cable descriptions (type, quantity, size) per route segment, telecommunication rooms and closets used, termination block labeling, and cable pair assignments for each cable segment, and a schedule with the times and locations that require access in connection with such installation or servicing.

8.12.2 Operator shall not allow the use of, and shall not sell, lease, sublet, or trade, Telecommunication Facilities or services to other users or operators at the Airport without prior written approval of CEO. Operator shall not use, and shall not purchase, lease, sublet or trade for, Telecommunication Facilities or services from other users or operators at the Airport without prior written approval of CEO.

8.12.3 Operator agrees that the Telecommunications Facilities, and the installation, maintenance and operation thereof shall in no way interfere with Airport operations, or the operation of Telecommunications Facilities of City or any other tenants or occupants of the Airport. If such interference shall occur, City shall give Operator written notice thereof and Operator shall correct the same within five (5) business days of receipt of such notice. City reserves the right to disconnect Operator's Telecommunications Facilities if Operator fails to correct such interference within five (5) business days after such notice.

8.12.4 Operator shall protect, defend, indemnify and hold harmless City and City Agents from and against Claims incurred by or asserted against City or any City Agent arising out of Operator's installation, maintenance, replacement, use or removal of Operator's Telecommunications Facilities.

8.12.5 Operator shall remove any Telecommunications Facilities installed by Operator at Operator's sole cost and expense upon the expiration or early termination of this Agreement; and if Operator should fail to so remove such Telecommunications Facilities, City may remove such Telecommunications Facilities, at Operator's sole cost and expense, and such cost, plus the Administrative Fee, shall be payable to City as Additional Rent within thirty (30) days of an invoice therefor. Such obligation shall survive expiration or termination of this Agreement.

8.13 Deliveries upon Completion. Within ninety (90) days of completion of the Initial Premises Improvements any other Alterations, Operator shall furnish to City, at no charge: (a) a certificate from the architect(s) certifying that such Alterations have been constructed in accordance with the approved plans and specifications and in strict compliance with all Laws; (b) five (5) complete sets of "record" or as-built drawings, and one complete set in Computer Aided Design (CAD) format which complies with the then current LAWA CAD standards (these drawings must include any applicable permit numbers, the structural and other Alterations installed by Operator in the Premises, and the location and details of installation of all equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters); (c) duplicated receipted invoices on all materials and labor costs incurred; (d) executed unconditional mechanics' lien releases from those parties performing labor, materials or supplies in connection with all such the Alterations, which releases shall comply with the appropriate provisions, as reasonably determined by City, of the California Civil Code; (e) the floor area or capacity of the Alterations constructed or altered; (f) the completion date for the construction of the Alterations; and (g) a copy of the certificate of occupancy for the Alterations (or for the Premises, after giving effect to the Alterations). Operator shall keep such as-built drawings current by updating the same in order to reflect thereon any changes or modifications which may be made to such Alterations. Within ten (10) days after completion of any such Alterations, Operator shall cause a Notice of Completion to be recorded in the office of the Los Angeles County Recorder in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to City upon such recordation. If Operator fails to do so, City may execute and file the same on behalf of Operator as Operator's agent for such purpose, at Operator's sole cost and expense; and such cost, plus the Administrative Fee, shall be payable to City as Additional Rent within thirty (30) days of an invoice therefor.

8.14 No Liens. Operator shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Operator at, on, about, or for use in the Premises, the Facility(ies) or any portion thereof. Operator shall at all times keep the Premises, the Facility(ies) and the Airport, and any interest therein, free and clear of all mechanics' liens and all other liens from any work undertaken by or on behalf of Operator or any Operator Party. Operator shall give City immediate written notice of any lien filed against the Premises, the Airport or any interest therein related to or arising from work performed by or for Operator or any Operator Party. Additionally, Operator shall keep any City-owned improvements whether on the Premises or out-side of the

Premises free and clear of any liens or other encumbrances. By way of specification without limitation, Operator shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Operator or any Operator Party, and Operator shall indemnify, defend, protect, and hold the Premises, the Airport, City and City Agents harmless against any liens and encumbrances and all Claims arising from any work performed by or on behalf of Operator or any Operator Party and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Operator, City, the Airport, or the Premises. In the event that Operator does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a bond in form and amount satisfactory to CEO in its good faith business judgment, City shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon twenty (20) business days' prior written notice to Operator, the same to be released by such means as it shall deem proper, including payment in satisfaction of any Claim giving rise to such lien. All such sums paid by City and all expenses incurred by it in connection therewith (including, without limitation, attorneys' fees (including, without limitation, the imputed fees of in-house City Attorneys)), plus the Administrative Fee, shall be payable to City by Operator as Additional Rent within thirty (30) days after written demand therefor. Operator shall give City not less than ten (10) days' prior written notice of the commencement of the Initial Premises Improvements or any other initial or subsequent Alterations in or about the Premises, and City shall have the right to post notices of non-responsibility in or about the Premises as provided by law. In addition, City shall have the right to require that Operator pay City's attorneys' fees and disbursements (including, without limitation, the imputed fees of City Attorneys), court costs and other costs in defending any such action if City is named as a party to any such action, the lien encumbers any portion or interest in the Airport or if City elects to defend any such action or lien. Nothing in this Section shall be construed to place any obligations upon Operator with respect to liens, loans, or mortgages placed upon the Premises by City or City Agents.

8.14.1 Prompt Payment. To the extent required by applicable law (i.e., the California prompt payment act as it applies to construction). Operator shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed Operator on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Operator or subcontractor to a subcontractor, Operator or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Operator shall include this provision in all subcontracts.

8.15 Ownership of Alterations. During the Term, Operator shall have rights to the ownership of the Alterations (including the Initial Premises Improvements) installed on the Premises pursuant to this Agreement; provided, however, if Operator's rights with respect to the Premises (or any portion thereof) are terminated for any reason, City shall

have all rights to the ownership of all such Alterations within the Premises (or such terminated portion of the Premises), and title to all such Alterations shall automatically vest in City as of the date of such termination. Operator further acknowledges that, in connection with any such termination, City shall have all rights to the ownership of any subcontractor's Alterations within the Premises with respect to any subcontract agreement that is also being terminated. Notwithstanding the foregoing, City may, in its sole discretion, require that Operator remove some or all Furnishings, in which case Operator shall promptly remove them at Operator's expense. Operator shall promptly repair any damage to the Premises resulting from the removal of any property of Operator or Alterations required to be removed. Such obligation shall survive the termination of this Agreement.

IX MAINTENANCE AND REPAIR.

9.1 Maintenance and Repair. Operator acknowledges and agrees that, except to the extent expressly set forth to the contrary in this Article IX, City shall have no duty to maintain, repair or replace the Premises (or any part thereof including any Premises there), or the improvements located therein and thereon (whether or not such portion of the Premises requiring repairs or replacements, or the means of repairing or replacing the same, are reasonably or readily accessible to Operator, and whether or not the need for such repairs or replacements occurs as a result of Operator's use, any prior use, or the age of such portion of the Premises). Operator shall, at all times and at its expense, keep and maintain the Premises, including, without limitation, the exterior façade of the Premises within the Premises separating such Premises from the Common Areas of the Facility (including the external face thereof, all windows, doors and display areas, and all finishes thereon), all mechanical room equipment such as, but not limited to, heat exchangers, fans, controls and electric panels, and all of the structural and other improvements installed within the Premises together with all fixtures, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance and shall keep the areas immediately adjacent to the Premises (including the exits and entrances of the Premises) clean and orderly and free of obstructions. Operator shall keep a record of all maintenance and repair actions undertaken with respect to the Premises during the term of this Agreement, including the nature of such matter requiring maintenance and repair, the date such matter was first observed, the maintenance and repair action undertaken in response, the date such maintenance and repair action was undertaken, the cost of such maintenance and repair action, any receipts and invoices or contracts for costs and expenses incurred in connection with such maintenance and repair action, evidence of payments made in connection therewith, and any warranties or guarantees obtained in connection with the performance of such maintenance and repair action, and pictures of the matter requiring maintenance and repair and the completed maintenance or repair, and any other information relating thereto that CEO may request from time to time (collectively, "**Operator's Maintenance Records**"). Upon any request of CEO and annually, unless included within Operator's Service Standards Plan], Operator shall

deliver to City an annual maintenance report with a copy of Operator's Maintenance Records for the Year just ended.

9.2 Cleaning and Routine Upkeep. Operator, at its sole cost and expense, shall be responsible for the cleaning, maintenance, and routine upkeep of the Premises and to keep the Premises in as-new condition at all times.

9.3 Maintenance of Plumbing. Operator shall be responsible for the maintenance, repair and replacement of all plumbing, piping and drains within the Premises. Operator is responsible for all material that is deposited in the plumbing system from the Premises and for cleaning the grease traps within the Premises. Operator is responsible for the maintenance, repair and replacement of all sewer lines from the Premises (including each unit therein) to the point of connect. Operator is responsible for the repair and maintenance of all domestic water lines, hot and cold, from the point of connection of the Department of Airports water meter throughout the Premises. If Operator fails to maintain the plumbing, piping and drain system or places liquid, grease, debris, and other materials that contribute to stoppage or damage to the Airport's plumbing, Operator will be billed for the cost thereof, plus the Administrative Fee, to be paid by Operator to City within thirty (30) days of written demand.

9.4 City May Repair. In the event Operator fails to accomplish any such repairs, replacements, rebuilding, redecorating or painting required hereunder (including any preventative maintenance or emergency repairs) within a period of ten (10) days after written notice from CEO so to do, or fails to diligently repair, replace, rebuild, redecorate or paint all portions of the Premises required to be repaired, replaced, rebuilt, redecorated or painted by Operator pursuant to its approved maintenance schedule, City shall have the right (but not the obligation), at its option, and in addition to all other remedies which may be available to it, to repair, replace, rebuild, redecorate or paint any such portion of the Premises included in said notice, and the cost thereof, plus the Administrative Fee, shall be paid by Operator to City as Additional Rent within thirty (30) days of written demand. Notwithstanding anything to the contrary contained in this Agreement, the performance of such maintenance, repair or replacement by City on Operator's behalf shall in no event be construed as a waiver of Operator's maintenance, repair and replacement obligations under this Agreement.

9.5 Right to Enter Premises. City shall have the right to enter upon the Premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of CEO, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the Premises new lines, pipes, mains, wires, conduits and equipment (regardless of whether such construction by City relates to operations within the Premises or outside of the Premises); provided, however, that City shall use commercially reasonable efforts to minimize the unreasonable interference caused by such repair, alteration, replacement or construction with the use of the Premises by Operator; and provided, further, that nothing herein shall be construed as

relieving Operator of any obligation imposed upon it herein to maintain the Premises and the improvements and utility facilities therein. City shall have the right to enter the Premises at any time to maintain or repair emergency systems when loss of life or damage to property may potentially result.

9.6 Provision of Utilities. Throughout the term of this Agreement, to the extent not provided by City at City's election, Operator shall, at its sole cost and expense, take whatever action is required to obtain all utility service necessary for the operation of the Premises, and Operator shall make the necessary arrangements with all utility providers to bring all required water, sanitary sewer, telephone, electricity, gas and any and all other utilities lines to and within the Premises in accordance plans and specifications approved by City. City shall have the right, but not the obligation or responsibility, for the use of Operator or for the use of others at Airport, to maintain existing and future utility systems or portions thereof on the Premises, including, without limitation, systems for the supply of heat and electricity and for the furnishing of fire alarm, fire protection, sprinkler, air conditioning, telephone, telegraph, teleregister and intercommunication services, including lines, pipes, mains, wires, conduits and equipment connected without appurtenant to all such systems. Operator shall reimburse City for its pro-rata share of costs of such maintenance, including overhead and administration in accordance with Section 4.4 above. Within each Facility, Operator's pro-rata share shall be based on the ratio of the square footage of the Premises in the Facility to the square footage of all premises in the Facility using said utilities, or on some other reasonable and appropriate methodology or basis as determined by the CEO. Notwithstanding any other provision of this Agreement, City shall not be liable or responsible for any unavailability, failure, stoppage, interruption or shortage of any utilities or other services, however or by whom caused.

9.7 Pest Control. Operator shall be solely responsible for a pest-free environment within the Premises by maintaining its own pest control services, in accordance with the most modern and effective control procedures. All materials used in pest control shall conform to applicable Laws. All controlled substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals and pets. Whenever City deems that pest control services must be provided to a building or area that includes Operator's Premises under this Agreement, Operator shall pay for the costs of services provided for the Premises under this Agreement.

9.8 Evidence of Payment. In any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by City for any work done or material furnished shall be prima facie evidence against Operator that the amount of such payment was necessary and reasonable. Should CEO elect to use City operating and maintenance staff in making any repairs, replacements or alterations and to charge Operator with the cost of same, any timesheet of any employee of City showing hours of labor or work allocated to any such repair, replacement or alteration, or any stock requisition of City showing the issuance of materials for use in the performance

thereof, shall be prima facie evidence against Operator that the amount of such charge was necessary and reasonable.

9.9 Prevailing Wage. Maintenance work performed on City's property will require payment of prevailing wages, if applicable. Operator is obligated to make the determination of whether the payment of prevailing wages is applicable. Operator shall be bound by and comply with applicable provisions of the California Labor Code and federal, state, and local laws related to labor, including, but not limited to, assuming all obligations and responsibilities under the California Labor Code related to prevailing wages, apprenticeship and recordkeeping that requires compliance by the contracting or awarding agency or body (i.e., City) when work requires payment of prevailing wages under the applicable federal or California law. Operator shall obtain the applicable wage determination for each craft, classification or worker, which are on file at the Office of Contract Compliance, Bureau of Contract Administration, in the City of Los Angeles, or may be obtained from the California Department of Industrial Relations. Operator shall indemnify, defend and pay or reimburse City for any damages, penalties or fines (including, but not limited to, attorney's fees and costs of litigation) that City incurs, or pays, as a result of noncompliance with applicable prevailing wage and apprenticeship laws in connection with the maintenance work performed in connection with this Agreement.

X TERMINATION FOR CONVENIENCE; TERMINATION PAYMENTS; QUALIFIED INVESTMENTS.

10.1 Termination for Convenience. In the event that the CEO, in his or her sole discretion, at any time determines that efficient or convenient Airport operations require the use of any portion of the Premises, City shall have the absolute right to terminate this Agreement with respect to such portion of the Premises (a "**Termination for Convenience**"), upon not less than one hundred eighty (180) days' prior written notice to Operator (a "**Convenience Termination Notice**"). The Convenience Termination Notice shall set forth a description of the portion of the Premises that is the subject of the Termination for Convenience (the "**Terminated Premises**") and shall set forth the effective date of such termination ("**Convenience Termination Date**"). On or before the Convenience Termination Date, Operator shall, with respect to the Terminated Premises, perform its removal and surrender obligations set forth in this Agreement (including, without limitation, Operator's obligations set forth in Section 2.5 above). In the event of a Termination for Convenience under this Section 10.1, City shall pay to Operator an amount equal to the Convenience Termination Payment (as defined in Section 10.2.1 below) within thirty (30) days following the Convenience Termination Compliance Date (as defined in Section 10.2.2 below). Operator specifically acknowledges that this Termination for Convenience provision is a material inducement to City to allow Operator to enter into this Agreement. In the event of a Termination for Convenience, the MAG will be equitably adjusted in such manner as determined by the CEO (in his or her reasonable discretion) to reflect the removal of the Terminated

Premises from the Premises under this Agreement. Notwithstanding anything contained herein to the contrary, (1) the CEO cannot exercise its Termination of Convenience in order to lease the Premises (or a portion thereof) to another lounge operator, and (2) prior to the exercise of a Termination of Convenience, the CEO must attempt to relocate Operator to a location reasonably acceptable to Operator and upon approval of such relocation by Operator, the City shall pay Operator an amount equal to the Convenience Termination Payment. Nothing contained in this Section 10.1 shall limit Operator's rights set forth in Section 2.4.

10.2 Termination Payment. In the event of a Termination for Convenience under Section 10.1 above or any deemed Termination for Convenience under Section 2.4 above, Operator shall receive from City a payment in respect of such termination as set forth in Section 10.2.1 below. Operator's right to any such termination payment shall be conditioned upon Operator's execution and delivery to City of a general release of claims by such party, which release shall be in a form satisfactory to City (the "**Termination Release**").

10.2.1 Termination Payment – Termination for Convenience under Section 9.1. The term "**Convenience Termination Payment**" shall mean an amount equal to that portion of Operator's Qualified Investments (defined below in Section 10.3) with respect to the Initial Premises Improvements, the Mid-Term Refurbishment and Other Alterations (as defined below) within the Terminated Premises that have not been depreciated as of the Convenience Termination Date, with the depreciation of each such Qualified Investment being calculated on a straight-line depreciation basis over the period beginning on the respective dates that such Initial Premises Improvements, or Other Alterations were placed in service and ending on the Expiration Date. No extension of the term of this Agreement shall operate to extend any such depreciation period.

10.2.2 Convenience Termination Compliance Date. The term "**Convenience Termination Compliance Date**" shall mean the date that all of the following have occurred: (i) Operator has vacated and surrendered the Terminated Premises in accordance with the surrender and removal obligations under this Agreement; (ii) City has received the Termination Release signed by Operator; (iii) the Convenience Termination Date has occurred; and (iv) Operator has performed all of Operator's obligations under this Agreement to be performed on or before the Convenience Termination Date.

10.3 Qualified Investments Defined. Subject to the limitation and conditions set forth in Section 9.4 below, the term "**Qualified Investments**" shall mean the following amounts described below in this Section 10.3 (each, individually, a "**Qualified Investment**"):

(a) Initial Premises Improvements. An amount equal to the actual costs incurred by Operator for the design and construction of the Initial Premises

Improvements, as verified by the CEO, provided, however, that in no event shall such amount exceed the Initial Minimum Investment Amount for such Initial Premises Improvements prorated for such portion of the Premises so terminated, unless specifically approved in writing by the CEO.

(b) Mid-Term Refurbishment. An amount equal to the actual costs incurred by Operator for the design and construction of Operator's Mid-Term Refurbishment, as verified by the CEO provided, however, that in no event shall such amount exceed the Minimum Mid-Term Refurbishment Amount prorated for such portion of the Premises so terminated, unless specifically approved in writing by the CEO.

(c) Other Alterations. Any other Alterations by Operator that the CEO (in the CEO's sole discretion) approves in writing as eligible to be a Qualified Investment in such amount as is approved by the CEO ("**Other Alterations**").

10.4 Additional Conditions Applicable to Qualified Investments. With respect to any expenditure described in Section 10.3 above, such expenditure must satisfy the following additional requirements and conditions in order to be classified as a Qualified Investment:

(a) Submittal to the CEO. Any expenditure for any construction project during the term of this Agreement which Operator desires to be classified as a Qualified Investment must be submitted to the CEO for verification within one hundred twenty (120) days following the earliest to occur of the following (to the extent applicable): (i) the issuance of a certificate of substantial completion by the project architect or general contractor, (ii) the issuance of a certificate of occupancy or the commencement of business operations on the Premises to which the work of improvement relates, or (iii) the project has been closed-out pursuant to the Construction Approval Process.

(b) Required Information; Approval. For purposes of the CEO's verification of such expenditures, Operator must provide to City within said 120-day period a schedule of all Qualified Investments which schedule shall show line item detail information as to each cost, including, but not limited to, description, payee and date of payment. Operator must also provide within said 120-day period depreciation schedules showing the investment amounts being depreciated over the applicable depreciation periods described in Section 9.2 (and its subsections). Operator shall also be responsible for providing within said 120-day period reasonable documentation to City indicating that the amounts were expended (including, but not limited to, copies of returned checks and lien waivers, if requested), that they are true and correct, and why they are eligible to be included in the Qualified Investment amount. The CEO, in its sole discretion which shall not be unreasonable, will decide if such amount may then be included as part of the Qualified Investment amount. With respect to the depreciation of Qualified Investments, such Qualified Investments shall be fully depreciated on straight line depreciation basis

over the period beginning on the respective dates that such Qualified Investments were placed in service and ending on the Expiration Date, with no residual value. All depreciation calculations shall be subject to the review and approval of the CEO. City shall have the right to audit the Books and Records of Operator in accordance with the provisions of Section 4.8 above.

(c) Affiliated Transactions. Any amounts paid to any Affiliate of Operator that Operator claims to have incurred in connection with the design or construction of any improvements may be included as a part of the Qualified Investment only (i) to the extent that the amounts paid are fair and are otherwise no less favorable to Operator than would be obtained in a comparable arm's-length transaction with an unrelated third party, or (ii) to the extent specifically approved in writing by the CEO, upon the separate written request of Operator made prior to incurring such costs. The term "Affiliate" of Operator shall mean (a) any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Operator, or (b) any entity in which Operator or any owner of Operator has an ownership interest (provided, however, if Operator is a corporation whose voting securities are registered with the Securities and Exchange Commission and publicly traded on a regular basis, then only such shareholder of Operator having an ownership interest greater than five percent (5%) shall be deemed an "Affiliate"). The term "control" (including the terms controlling, controlled by and under common control with) as used in the immediately preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

(d) Other Limitations on Qualified Investments. Amounts eligible as Qualified Investments shall not include any interest or financing costs, and architectural and design costs shall not exceed fifteen percent (15%) of the cost of the related improvements. Costs incurred for Furnishings or personal property not permanently installed on the Premises shall not be eligible as Qualified Investments.

10.5 No Other Compensation. Operator acknowledges and agrees that, except for the Convenience Termination Payment in connection with a Termination for Convenience, Operator has absolutely no right to any payment, claim, damage, offset or other compensation in connection with the termination of this Agreement as to all or any part of the Premises. Without limiting the generality of the foregoing, no payment or other compensation shall be payable to Operator in connection with the termination of this Agreement as a result of Operator's Default.

XI AIRPORT CONSTRUCTION; AIRPORT OPERATIONS.

11.1 Airport Construction; Airport Operations. City reserves the right to further develop or improve the landing area of Airport or any other portion of the Airport, as it sees fit, regardless of the desires or view of Operator, and without interference or hindrance by Operator. Operator recognizes and agrees that City, from time to time

during the term of this Agreement, may construct, cause to be constructed, or permit construction, of City-approved improvements of various sizes and complexity. Operator further recognizes that such construction and other security related restrictions may restrict access to and may interfere with the quiet enjoyment of the Premises and the amount of revenue generated from the Premises. Operator agrees that City shall not be liable for losses or damages arising from disruptions caused by City-approved construction or other restrictions affecting access to the Premises, and hereby waives any Claims against City and City Agents arising therefrom. City shall endeavor to use commercially reasonable efforts to keep Operator informed of construction plans that may materially and adversely impact the operations at the Premises. There is also hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating at the Airport. Operator agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Operator's use and enjoyment of the Premises which may result from noise emanating from the operation of aircraft to, from, or upon the Airport, and Operator hereby waives any Claims against City and City Agents arising therefrom.

11.2 No Right to Temporary Premises. Temporary disruptions to Operator's operations, including restricted access to Facility during any construction or security alert, shall not entitle Operator to a temporary location elsewhere or to any Rent abatement or credit, or any other compensation.

XII DEFAULT AND REMEDIES.

12.1 Defaults. The occurrence of any one of the following events shall constitute a default on the part of Operator ("**Default**"):

12.1.1 Abandonment; Vacation. The vacation or abandonment of any portion of the Premises by Operator for a period of five (5) consecutive days or any vacation or abandonment of any portion of the Premises by Operator which would cause any insurance policy to be invalidated or otherwise lapse in each of the foregoing cases irrespective of whether or not Operator is then in monetary default under this Agreement. Operator agrees to notice and service of notice as provided for in this Agreement and waives any right to any other or further notice or service of notice which Operator may have under any statute or law now or hereafter in effect. Closures for approved alterations, refurbishments, and repairs due to casualties and condemnation are not considered vacation or abandonment.

12.1.2 Failure to Pay Rent. Failure to pay any installment of Rent or any other monies due and payable hereunder, said failure continuing for a period of three (3) days after receipt of written notice the same is due;

12.1.3 Assignment for Creditors. A general assignment by Operator or any guarantor or surety of Operator's obligations hereunder (collectively, "**Guarantor**") for the benefit of creditors;

12.1.4 Filing of Bankruptcy Petition. The filing of a voluntary petition in bankruptcy by Operator or any Guarantor, the filing by Operator or any Guarantor of a voluntary petition for an arrangement, the filing by or against Operator or any Guarantor of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by the creditors of Operator or any Guarantor, said involuntary petition remaining undischarged for a period of ninety (90) days;

12.1.5 Attachment. Receivership, attachment, or other judicial seizure of substantially all of Operator's assets at the Premises, such attachment or other seizure remaining undismissed or undischarged for a period of ninety (90) days after the levy thereof;

12.1.6 Death; Dissolution. Death or disability of Operator or any Guarantor, if Operator or such Guarantor is a natural person, or the failure by Operator or any Guarantor to maintain its legal existence, if Operator or such Guarantor is a corporation, partnership, limited liability company, trust or other legal entity;

12.1.7 Failure to Deliver Ancillary Documents. Failure of Operator to execute and deliver to City any estoppel certificate, subordination agreement, report (including, without limitation, reports required under Section 4.7.3), Financial Statement or other document required under this Agreement within the time periods and in the manner provided hereunder (or if no time period is provided, within five (5) business days after receipt of written notice from City of delinquency);

12.1.8 Incomplete Records. Operator fails to maintain adequate books and records and accounts reflecting its business as required hereunder (including without limitation, books and records and information regarding Gross Receipts, and the costs of construction for the Initial Premises Improvements);

12.1.9 Transfers. An assignment or sublease, or attempted assignment or sublease, of this Agreement or any portion of the Premises by Operator contrary to the provision of Article XIV without the prior written consent of City as required hereunder;

12.1.10 Faithful Performance Guarantee. Failure of Operator to provide and maintain the Faithful Performance Guarantee as required under this Agreement for a period of five (5) days after written notice;

12.1.11 Other Defaults. A default under any other agreement with City beyond any applicable notice and cure period under such agreement;

12.1.12 General Non-Monetary Breaches. Failure in the performance of any of Operator's covenants, agreements or obligations hereunder (except those failures specified as events of Default in Sections 12.1.1, 12.1.2, 12.1.4, 12.1.5, 12.1.7, 12.1.10, 12.1.13, 12.1.15, 12.1.16 herein or any other subsections of this Article XII, which shall be governed by the notice and cure periods set forth in such other subsections), which failure continues for thirty (30) days after written notice thereof from City to Operator, provided that, if Operator has commenced such cure within thirty (30) days after written notice, and has exercised reasonable diligence to cure such failure and such failure cannot be cured within such thirty (30) day period despite reasonable diligence, Operator shall not be in default under this Section 12.1.12 so long as Operator thereafter diligently and continuously prosecutes the cure without interruption to completion and actually completes such cure within ninety (90) days after the giving of the aforesaid written notice;

12.1.13 Chronic Delinquency. Chronic delinquency by Operator in the payment of Rent, or any other periodic payments required to be paid by Operator under this Agreement. "**Chronic delinquency**" means failure by Operator to pay Rent, or any other payments required to be paid by Operator under this Agreement within three (3) days after the date due for any three (3) months (consecutive or nonconsecutive) during any period of twelve (12) months;

12.1.14 Termination of Insurance. Any insurance required to be maintained by Operator pursuant to this Agreement shall be canceled or terminated or shall expire or be reduced or materially changed, except as permitted in this Agreement;

12.1.15 Liens. Any failure by Operator to discharge any lien or encumbrance placed on the Premises, the Airport or any part thereof in violation of this Agreement within thirty (30) days after the date such lien or encumbrance is filed or recorded against the Premises, the Airport or any part thereof;

12.1.16 Revocation of Licenses. An act occurs which results in the suspension or revocation of the rights, powers, licenses, permits and authorities necessary for the conduct and operation of the business authorized herein for a period of more than thirty (30) days;

12.1.17 Adverse Operation. Service ceases or deteriorates for any period after thirty (30) days notice which, in the opinion of the CEO, materially and adversely affects the operation of service required to be performed by Operator under this Agreement;

12.1.18 Hazardous Materials. Any failure by Operator to immediately remove, abate or remedy any Hazardous Materials located in, on or about the Premises or the Airport in connection with any failure by Operator to comply with Operator's obligations under Article XVI; and

12.1.19 False Representations. Any representation of Operator herein, in the Operator Proposal provided by Operator in connection with the RFP (the “**Operator Proposal**”) or in any financial statement or other materials provided by Operator or any guarantor of Operator’s obligations under this Agreement shall prove to be untrue or inaccurate in any material respect, or any such financial statements or other materials shall have omitted any material fact.

12.2 City’s Remedies.

In the event Operator fails to abide by the terms, covenants and conditions of this Agreement after the expiration of notice and cure periods set forth in this Agreement, City may, instead of immediately exercising its rights under this Article XII, give Operator additional written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within five (5) days after City’s mailing such notification, City may, at its sole discretion: (a) terminate this Agreement forthwith; or (b) withhold any further payment for Operator’s services until such defect or default is corrected within the time specified by the City, whereby if the default or defect is still not corrected within that time, City may terminate this Agreement forthwith.

12.2.1 Termination. In the event of any Default by Operator, then in addition to any other remedies available to City at law or in equity and under this Agreement, City may terminate this Agreement immediately and all rights of Operator hereunder by giving written notice to Operator of such intention to terminate, in accordance with this Article XII. Operator agrees that any notice given by City pursuant to this Article XII shall satisfy the requirements for notice under California Code of Civil Procedure Section 1161, and City shall not be required to give any additional notice in order to be entitled to commence an unlawful detainer proceeding. If City shall elect to so terminate this Agreement, then City may recover from Operator:

1. the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; plus
2. the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable which would have been earned after termination until the time of award exceeds the amount of such rental loss Operator proves could have been reasonably avoided; plus
3. the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable for the balance of the term of this Agreement after the time of award exceeds the amount of such rental loss that Operator proves could be reasonably avoided; plus
4. any other amount necessary to compensate City for all the detriment proximately caused by Operator’s failure to perform its obligations under this

Agreement or which in the ordinary course would be likely to result therefrom, including, without limitation, (A) any costs or expenses incurred by City (i) in retaking possession of the Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering, remodeling or rehabilitating the Premises or any affected portions of the Facilities or the Airport, including, without limitation, such actions undertaken in connection with the reletting or attempted reletting of the Premises to a new concessionaire or tenant; (iii) for brokerage commissions, advertising costs and other expenses of reletting the Premises; or (iv) in carrying the Premises, including, without limitation, taxes, insurance premiums, utilities and security precautions; (B) any unearned brokerage commissions paid in connection with this Agreement; (C) reimbursement of any previously waived or abated Rent or Additional Rent or any free rent or reduced rental rate granted hereunder; and (D) any concession made or paid by City for the benefit of Operator including, without limitation, any moving allowances or contributions; plus

5. such reasonable attorneys' fees incurred by City as a result of a Default, and costs in the event suit is filed by City to enforce such remedy; and plus

6. at City's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Laws.

As used in subsections (1) and (2) above, the "**worth at the time of award**" is computed by allowing interest at an annual rate equal to twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less. As used in subsection (3) above, the "**worth at the time of award**" is computed by discounting such amount at the discount rate of Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

Operator hereby waives for Operator and for all those claiming under Operator all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Operator's right of occupancy of the Premises after any termination of this Agreement, specifically, Operator waives redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179, or under any other pertinent present or future Laws, in the event Operator is evicted or City takes possession of the Premises by reason of any Default of Operator hereunder.

12.2.2 Continuation of Agreement. In the event of any Default by Operator, then in addition to any other remedies available to City at law or in equity and under this Agreement, City shall have the remedy described in California Civil Code Section 1951.4, and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations)." In addition, City shall not be liable in any way whatsoever for its failure or

refusal to relet the Premises. For purposes of this Section 12.2.2, the following acts by City will not constitute the termination of Operator's right to possession of the Premises:

1. Acts of maintenance or preservation or efforts to relet the Premises, including, without limitation, alterations, remodeling, redecorating, repairs, replacements or painting as City shall consider advisable for the purpose of reletting the Premises or any part thereof, or

2. The appointment of a receiver upon the initiative of City to protect City's interest under this Agreement or in the Premises.

Even if Operator has abandoned the Premises, this Agreement shall continue in effect for so long as City does not terminate Operator's right to possession, and City may enforce all its rights and remedies under this Agreement, including, without limitation, the right to recover rent as it becomes due. Any such payments due City shall be made upon demand therefor from time to time and Operator agrees that City may file suit to recover any sums falling due from time to time. Notwithstanding the exercise by City of its right under this Section to continue the Agreement without termination, City may do so without prejudice to its right at any time thereafter to terminate this Agreement in accordance with the other provisions contained in this Section.

12.2.3 Re-entry. In the event of any Default by Operator, City shall also have the right, with or without terminating this Agreement, in compliance with applicable law, to re-enter the Premises, by force if necessary, and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Operator.

12.2.4 Reletting. In the event of the abandonment of the Premises by Operator or in the event that City shall elect to re-enter as provided in Section 12.2.3 or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if City does not elect to terminate this Agreement as provided in Section 12.2.1, City may from time to time, without terminating this Agreement, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as City in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises in City's sole discretion. In the event that City shall elect to so relet, then rentals received by City from such reletting shall be applied in the following order: (a) to reasonable attorneys' fees incurred by City as a result of a Default and costs in the event suit is filed by City to enforce such remedies; (b) to the payment of any indebtedness other than Rent due hereunder from Operator to City; (c) to the payment of any costs of such reletting; (d) to the payment of the costs of any alterations and repairs to the Premises; (e) to the payment of Rent due and unpaid hereunder; and (f) the residue, if any, shall be held by City and applied in payment of future Rent and other sums payable by Operator hereunder as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the

payment of Rent hereunder, be less than the Rent payable during the month by Operator hereunder, then Operator shall pay such deficiency to City. Such deficiency shall be calculated and paid monthly. Operator shall also pay to City, as soon as ascertained, any costs and expenses incurred by City in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

12.2.5 Termination. No re-entry or taking of possession of the Premises by City pursuant to this Section 12.2 shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Operator or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by City because of any Default by Operator, City may at any time after such reletting elect to terminate this Agreement for any such Default.

12.2.6 Cumulative Remedies. The remedies herein provided are not exclusive and City shall have any and all other remedies provided herein or by law or in equity including, without limitation, any and all rights and remedies of City under California Civil Code Section 1951.8, California Code of Civil Procedure Section 1161 et seq., or any similar, successor or related provision of applicable Laws.

12.2.7 No Surrender. No act or conduct of City, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Operator prior to the expiration of the Term, and such acceptance by City of surrender by Operator shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by City. The surrender of this Agreement by Operator, voluntarily or otherwise, shall not work a merger unless City elects in writing that such merger take place, but shall operate as an assignment to City of any and all existing sub-concession agreements or subleases, or City may, at its option, elect in writing to treat such surrender as a merger terminating Operator's estate under this Agreement, and thereupon City may terminate any or all such sub-concession agreements or subleases by notifying the subcontractor or sublessee of its election so to do within thirty (30) days after such surrender.

12.2.8 City's Lien. In addition to any statutory lien City has, Operator hereby grants to City a continuing security interest for all sums of money becoming due hereunder upon personal property of Operator situated on or about the Premises and such property will not be removed therefrom without the consent of City until all sums of money then due City have been first paid and discharged. If a default occurs under this Agreement, City will have, in addition to all other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including, without limitation, the right to sell the property described in this Section 12.2.8 at public or private sale upon fifteen (15) days' notice to Operator. This contractual lien will be in addition to any statutory lien for rent.

12.2.9 Operator's Waiver of Redemption. Operator waives redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179,

or under any other pertinent present or future Laws, in the event Operator is evicted or City takes possession of the Premises by reason of any Default of Operator hereunder.

12.3 Right to Remove Equipment. Subject to the provisions of Article VII and its subsections herein and Section 12.2.8, Operator shall have the right to remove its equipment, supplies, furnishings, inventories, removable fixtures and other trade fixtures and personal property from the Premises. If Operator fails to remove said property, said property shall be considered abandoned and City may dispose of same as it sees fit.

12.4 Surrender to be in Writing. No agreement of surrender or to accept a surrender shall be valid unless acknowledged in writing by CEO. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of City shall be deemed an acceptance of a surrender of the Premises utilized by Operator under this Agreement.

12.5 Additional Rights of City. City, upon termination or cancellation of this Agreement, or upon reentry, regaining or resumption of possession of the Premises, may occupy the Premises and shall have the right to permit any person, firm or corporation to enter upon the Premises and use the same. Such occupation by others may be of only a part of the Premises, or the whole thereof or a part thereof together with other space, and for a period of time the same as or different from the balance of the term remaining hereunder, and on terms and conditions the same as or different from those set forth in this Agreement. City shall also have the right to repair or to make such structural or other changes in the Premises as are necessary in its judgment to maintain the suitability thereof for uses and purposes similar to those granted under this Agreement without affecting, altering or diminishing the obligations of Operator hereunder.

12.6 Acceptance Is Not a Waiver. No acceptance by City of the fees and charges for other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Operator, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of City to cancel or terminate this Agreement on account of such default.

12.7 Waiver Is Not Continuous. No waiver by City at any time of any default on the part of Operator in the performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by Operator shall be or be construed to be a waiver at any time thereafter by City of any other or subsequent default in performance of any of said terms, covenants or conditions.

12.8 Waiver of Redemption and Damages. Operator hereby waives any and all rights of redemption granted by or under any present or future law or statute in the event it is dispossessed for any cause, or in the event City obtains or retains possession of the Premises in any lawful manner. Operator further agrees that in the event the manner of method employed by City in reentering or regaining possession of the Premises gives rise

to a cause of action in Operator in forcible entry and detainer under the Laws of the State of California, the total amount of damages to which Operator shall be entitled in any such action shall be the sum of One (\$1) Dollar, and Operator agrees that this provision may be filed in any such action as its stipulation fixing the amount of damages to which it is entitled.

12.9 Survival of Operator's Obligations. In the event this Agreement is terminated or canceled by City, or in the event City reenters, regains or resumes possession of the Premises, all of the obligations of Operator hereunder shall survive and shall remain in full force and effect for the full term of this Agreement, other than those obligations of Operator which expressly survive the expiration or earlier termination of this Agreement, which obligations shall survive the expiration or earlier termination of this Agreement indefinitely.

12.10 Cancellation or Termination By Operator. This Agreement may be cancelled or terminated by Operator by giving a thirty (30) day written notice to City upon the happening of one or more of the occurrences specified in Sections 12.10.1 through 12.10.3.

12.10.1 Permanent Abandonment. The permanent abandonment of Airport's passenger terminals for use by airlines or the permanent removal of all certificated passenger airline service from Airport;

12.10.2 Material Restriction of Operation. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of Airport, or any substantial part thereof, in such manner as to materially restrict Operator from operating thereon for a period of at least ninety (90) consecutive days; or

12.10.3 Federally-Required Amendments. Any exercise of authority as provided in Section 16.8 hereof which shall so interfere with Operator's use and enjoyment of the Premises as to constitute a termination, in whole or in part, of this Agreement by operation of law in accordance with the Laws of the United States.

12.11 Damaged Improvements. Except as otherwise set forth in Article XIII, in the event that the structural or other improvements or furnishings and supplies constructed or installed by Operator in the Premises are damaged or destroyed, in whole or in part, from any cause whatsoever, Operator shall forthwith proceed with the removal of the debris and damaged or destroyed structural or other improvements, equipment, furnishings and supplies and thereafter shall proceed with all dispatch with the reconstruction work necessary to restore the damaged or destroyed Premises to the condition they were in prior to the occurrence of such damage or destruction and all costs and expense incurred in connection therewith shall be paid by Operator.

12.12 Transition of Operations. Upon the termination, cancellation, or expiration of this Agreement as a result of Operator's default, Operator will cooperate

with City and any succeeding concessionaire with respect to the Premises to ensure an effective and efficient transition of concession operations (excluding providing or disclosing Operator's proprietary methods of operations), and such operational support may continue for no more than one hundred twenty (120) days from the date of termination; it being intended that world class common use lounge operations and other amenities will be maintained at all times and Operator shall be obligated to turn over the Premises and its operations on an "as-built" basis. Operator is not required to give its Furnishings or other personal property to any successor operator. In the event Operator removes any Furnishings, Operator shall repair all damage done to said areas and other City-owned property resulting from the removal. Operator acknowledges that that any licenses or permits granted for operations in connection with the Premises shall not be taken off-Airport for use at other locations. Operator shall take no action that would impair any succeeding concessionaire's ability to obtain, in a timely manner, any necessary licenses or permits. Operator's obligations herein shall survive the termination of the Agreement.

12.13 Viewing By Prospective Competitors. At any time, and from time to time, during ordinary business hours, within twelve (12) months preceding the expiration of the term of this Agreement, City, by its agents and employees, shall have the right to accompany prospective terminal commercial managers, occupiers or users of the Premises, for the purpose of exhibiting and viewing all parts of the same.

12.14 Tenancy at Sufferance. Any holding over after the expiration of the Term, without the express written consent of City, shall constitute a Default and, without limiting City's remedies provided in this Agreement, such holding over shall be construed to be a tenancy at sufferance, at a rental rate equal to the greater of one hundred fifty percent (150%) of the fair market rental value for the Premises as determined by CEO or two hundred percent (200%) of the Rent last due in this Agreement (including, without limitation, and Storage Rent, if any, payable pursuant to Exhibit "G" for any Storage Space), plus Additional Rent, and shall otherwise be on the terms and conditions herein specified, so far as applicable. During any such period, the FPG shall continue in effect. If the Premises are not surrendered at the end of the Term or sooner termination of this Agreement, and in accordance with the provisions of Sections 2.5 and Article XV, Operator shall indemnify, defend and hold City and City Agents harmless from and against any and all Claims resulting from delay by Operator in so surrendering the Premises including, without limitation, any Claims resulting from any claim against City or any City Agent made by any succeeding concessionaire or prospective concessionaire founded on or resulting from such delay and losses to City due to lost opportunities to lease or grant a concession to any portion of the Premises to any such concessionaire, together with, in each case, actual attorneys' fees and costs.

12.15 Cure Period. Notwithstanding anything contained in this Agreement to the contrary, in the event the City sends a notice of default hereunder, in no event shall Operator have less than a five (5) business day cure period.

XIII DAMAGE OR DESTRUCTION TO PREMISES.

13.1 Damage or Destruction to Premises.

13.1.1 Insured Damage. If, during the term of this Agreement, any improvements in or on the Premises are partially or totally destroyed from a risk covered by the insurance required to be maintained by Operator pursuant to Section 14.3 herein, thereby rendering said Premises partially or totally inaccessible or unusable, Operator must restore the Premises to substantially the same condition as they were immediately before destruction. The proceeds from any property or casualty insurance policy or policies maintained by Operator relating to the improvements in or on the Premises shall be used for the reconstruction of the improvements in or on the Premises. In the event that for any reason, Operator fails to use any such proceeds for the purpose of the reconstruction of the improvements in or on the Premises, such proceeds shall be paid to City. If the proceeds from any property or casualty insurance policy maintained by Operator is insufficient to cover the cost of such restoration, or if Operator failed to maintain the required insurance, then Operator shall promptly contribute the shortfall necessary to complete the restoration.

13.1.2 Uninsured Damage. If, during the term of this Agreement, improvements in or on the Premises are partially or totally destroyed from a risk not covered by the property, casualty, or fire and extended coverage insurance required to be maintained by Operator pursuant to Section 14.3 herein, thereby rendering said Premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this Agreement. If, however, the cost of restoration exceeds thirty percent (30%) of the full replacement value of improvements, as said value existed immediately before said destruction, Operator may, at Operator's option, terminate this Agreement-by giving written notice to City within sixty (60) days from the date of discovery of such destruction. If Operator elects to terminate as above provided, Operator shall be obligated, unless otherwise directed by City, to demolish all damaged improvements and remove all debris from the Premises at Operator's sole cost and shall not, despite any language in Section 13.1.1 to the contrary, be required to restore the improvements or pay insurance proceeds for the improvements to City. If Operator fails to exercise its right to terminate this Agreement or if such damage was the result of the negligent act or omission of Operator or any Operator Party, this Agreement shall continue in full force and effect for the remainder of the term specified herein and Operator shall restore the Premises to substantially the same condition as they were in immediately before destruction.

13.1.3 No Abatement of Rent. Operator's obligation to pay Rent under this Agreement shall not be abated during the period of any damage, destruction or restoration. Operator acknowledges that Operator is solely responsible for obtaining business interruption insurance to insure itself against loss during any period of damage, destruction or restoration.

13.2 Limits of City's Obligations. City shall have absolutely no obligation to repair or restore the Premises in the event of any damage or destruction. All obligations in connection with the damage or destruction of the Premises are the responsibility of Operator, and City shall have no liability or responsibility for such damage, destruction, repair or restoration except to the extent of City's gross negligence or willful misconduct.

13.3 Destruction Near End of Term. In the event that substantial damage or destruction of all or a portion of the Premises occurs during the last eighteen (18) months of the Term, and the repair or restoration necessitated by such substantial damage or destruction would under normal construction procedures require more than three (3) months to complete, in the CEO's reasonable judgment, then City shall notify Operator, and either City or Operator may terminate this Agreement as to the portion of the Premises so damaged or destroyed; provided however, in the event the remaining Premises are not sufficient for the Permitted Use based upon mutual agreement of such event by City and Operator (with each party agreeing to act reasonably in attempting to reach mutual agreement), Operator may terminate this Agreement. Such termination shall be effective as of the date of such substantial damage or destruction, or such other date as may be reasonably determined by the CEO. If either party so elects to terminate as provided above, Operator will be entitled to retain from the proceeds of Operator's fire or other casualty insurance policies required to be maintained pursuant to this Agreement an amount equal to the Convenience Termination Payment for the terminated Premises, with the balance of the proceeds of such required insurance being paid to City.

13.4 Destruction of Facility. If any non-Premises areas in the Facility in which the Premises are located shall be substantially damaged or destroyed by fire or other casualty, City may terminate this Agreement as to the Premises that are located within such Facility. Such termination shall be effective as of the date of such substantial damage or destruction, or such other date as may be reasonably determined by the CEO. In the event of such termination, to the extent that Operator's improvements within the terminated Premises were undamaged, Operator shall receive the Convenience Termination Payment under Section 10.2.1 above with respect to such terminated Premises (it being understood that no Convenience Termination Payment shall be made with respect to damaged or destroyed improvements within the Premises, but Operator will be entitled to retain from the proceeds of Operator's fire or other casualty insurance policies required to be maintained pursuant to this Agreement an amount equal to the Convenience Termination Payment for the terminated Premises, with the balance of the proceeds of such required insurance being paid to City).

13.5 Waiver. Operator hereby waives any rights to terminate this Agreement it may have under California Civil Code Sections 1932 and 1933.

XIV LIABILITY.

14.1 Liability. Operator shall comply with the indemnification and insurance provisions which follow.

14.2 City Held Harmless. In addition to the requirements of Section 14.3 herein, Operator shall indemnify, defend, keep and hold City and City Agents harmless from and against any and all actions, causes of action, charges, claims, costs, damages, demands, expenses (including attorneys' fees, costs of court and expenses incurred), fines, judgments, liabilities, liens, losses, or penalties of every kind and nature whatsoever (collectively, "**Claims**") arising out of or in connection with (i) the use and occupancy of the Premises or the Airport by Operator or any of the Operator Parties, (ii) any acts or omissions of Operator or any of the Operator Parties, and (iii) any Default by Operator. The foregoing defense and indemnification obligations of Operator shall include, without limitation, all Claims claimed by anyone by reason of injury to or death of persons, including Operator or any of the Operator Parties, or damage to or destruction of property, including property of Operator or any of the Operator Parties, sustained in, or about the Premises or the Airport. Without limiting the generality of the foregoing, Operator agrees to protect, defend in any and all courts and regulatory authorities in the world, indemnify, keep and hold harmless City and City Agents from and against any and all Claims arising out of (1) any threatened, alleged or actual claim that the end product and services provided by Operator or the Operator Parties violates any patent, copyright, trademark, trade secret, know-how, proprietary right, other forms of intellectual property right, moral right, right of publicity, privacy, or any other rights of any third party anywhere in the world; and (2) any breach in cyber security and data privacy related to Operator's or the Operator Parties' activities under this Agreement, irrespective of intent, however the breach takes place, whoever causes the breach, and wherever the breach originates from in the universe. Operator agrees to, and shall, pay all damages, settlements, expenses and costs, including remedial costs (e.g., ID theft monitoring expenses) to assist injured Airport users, costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above.

In Operator's defense of the City under this Section, negotiation, compromise, and settlement of any action, City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

The provisions of this Section 14.2 shall survive the expiration or termination of this Agreement.

14.3 Insurance. Operator shall procure at its expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on Insurance, Exhibit "J" attached hereto and incorporated by reference herein, including, without limitation, all-risk casualty and property damage insurance to be maintained by Operator, at Operator's expense, covering all improvements located in or on the Premises which policy shall be in the name of Operator and City with loss payable endorsement in a form approved by City. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such

policies, include and insure City and all of City Agents, their successors and assigns, as additional insureds, against the areas of risk described on Exhibit "J" with respect to acts or omissions of Operator or any of the Operator Parties in their respective operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Operator or any of the Operator Parties in, on or about Airport.

14.3.1 Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

14.3.2 All such insurance shall be primary and noncontributing with any other insurance held by City where liability arises out of or results from the acts or omissions of Operator or any of the Operator Parties. Such policies may provide for such reasonable deductibles and retentions as are acceptable to CEO based upon the nature of Operator's operations and the type of insurance involved.

14.3.3 City shall have no liability for any premiums charged for such coverage(s). The inclusion of City and City Agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Operator in Operator's operations at Airport. In the event Operator fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Operator, and Operator agrees to promptly reimburse City for the cost thereof plus the Administrative Fee for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

14.3.4 At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Operator shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

14.3.5 Operator shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to CEO in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to CEO. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of the City of Los Angeles'

Administrative Code prior to Operator occupying the Premises. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the Rent Commencement Date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

14.3.6 City and Operator agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by CEO who may, thereafter, require Operator, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said CEO deems to be adequate.

14.3.7 Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations or directives from the State Department of Insurance or other regulatory board or agency. Operator agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

14.3.8 To the fullest extent permitted by law, Operator, on behalf of Operator and its insurers, hereby waives, releases and discharges City and all City Agents from all Claims arising out of damage to or destruction of the Premises, or to Operator's improvements, fixtures, trade fixtures or other personal property located on or about the Premises, and any loss of use or business interruption, caused by any casualty, regardless whether any such Claim results from the negligence or fault of City or any City Agent, and Operator will look only to Operator's insurance coverage (regardless whether Operator maintains any such coverage) in the event of any such Claim. Any property insurance which Operator maintains must permit or include a waiver of subrogation in favor of City and all City Agents.

14.3.9 City's establishment of minimum insurance requirements for Operator in this Agreement is not a representation by City that such limits are sufficient and does not limit Operator's liability under this Agreement in any manner.

XV TRANSFER.

15.1 Transfer Prohibited. Operator shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Agreement, the Premises, any Premises or any portion thereof or any interest therein, in whole or in part or any right or privilege appurtenant thereto, or allow any other person (the employees and invitees of Operator excepted) to occupy or use the Premises, or any

portion thereof (“**Transfer**”), without the prior written consent of Board, which may be granted, denied or conditioned in Board’s sole discretion. Any written request for consent to a Transfer shall include proposed documentation reflecting such proposed Transfer, name and address of the proposed transferee and the nature and character of the business of the proposed transferee and shall provide current and three (3) years prior financial statements for the proposed transferee, which financial statements shall be audited to the extent available and shall in any event be prepared in accordance with generally accepted accounting principles. This Agreement shall not, nor shall any interest therein, be assignable as to the interest of Operator by operation of law without the prior written consent of Board.

15.2 Transfer. For purposes of this Agreement, the term “Transfer” shall also include, but not be limited to, the following: (i) if Operator is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Operator is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Operator; (iii) the dissolution by any means of Operator; and, (iv) the involvement of Operator or its assets in any transaction or series of transactions (by way of merger, sale of stock, sale of assets, acquisition, financing, refinancing, transfer, corporate restructure, leveraged buyout or otherwise) which results in or will result in either (a) the direct or indirect transfer of fifty percent (50%) or more on a cumulative basis of the ownership and/or controlling interests in Operator or (b) a material reduction of Operator’s net worth as stated in the most current financial statements contained in the Operator Proposal; (v) the involvement of Guarantor or its assets in any transaction or series of transactions (by way of merger, sale of stock, sale of assets, acquisition, financing, refinancing, transfer, corporate restructure, leveraged buyout or otherwise) which results in or will result in either (a) the direct or indirect transfer of fifty percent (50%) or more on a cumulative basis of the ownership and/or controlling interests in Operator or (b) a material reduction of Operator’s net worth as stated in the most current financial statements contained in the Operator Proposal. Any such transfer, assignment, mortgaging, pledging, or encumbering of Operator without the written consent of Board is a violation of this Agreement and shall be voidable at City’s option and shall confer no right, title, or interest in or to this Agreement upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

15.3 No Further Consent Implied. A consent to one Transfer shall not be deemed to be a consent to any other or subsequent Transfer, and consent to any Transfer shall in no way relieve Operator of any liability under this Agreement. Any Transfer without City’s consent shall be void, and shall, at the option of City, constitute a Default under this Agreement.

15.4 No Release. Notwithstanding any Transfer, Operator and any Guarantor of Operator’s obligations under this Agreement shall at all times remain fully and

primarily responsible and liable for the payment of the Rent and for compliance with all of Operator's other obligations under this Agreement (regardless of whether City's approval has been obtained for any such Transfer).

15.5 Payment of City's Costs. In connection with any Transfer, Operator shall pay to City as Additional Rent hereunder an administrative processing fee in the amount of \$2,500.00, plus all attorneys' fees and costs (including, without limitation, the fees and costs attributable to City's in-house City Attorneys) incurred by City in connection with City's review and processing of documents regarding any proposed Transfer.

15.6 Incorporation of Terms. Each Transfer pursuant to this Article shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Agreement and each of the covenants, agreements, terms, provisions and conditions of this Agreement shall be automatically incorporated therein. If City shall consent to, or withhold its consent to, any proposed Transfer, Operator shall indemnify, defend and hold harmless City and City Agents from and against and from any and all Claims that may be made against City or any City Agent by the proposed transferee or by any brokers or other persons claiming a commission or similar fee in connection with the proposed Transfer.

15.7 Right to Collect Rent Directly. If this Agreement is transferred or assigned, whether or not in violation of the provisions of this Agreement, City may collect Rent from such transferee or assignee. If the Premises or any part thereof is sublet or used or occupied by anyone other than Operator, whether or not in violation of this Agreement, City may, after a Default by Operator, collect Rent from the occupant. In either event, City may apply the net amount collected to Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Article XV, or the acceptance of the assignee, occupant as Operator, or a release of Operator from the further performance by Operator of Operator's obligations under this Agreement, or waiver of City's remedies provided in this Agreement. References in this Agreement to use or occupancy of the Premises or any portion thereof by anyone other than Operator shall not be construed as limited to subtenants and those claiming under or through subtenants but as including also licensees or others claiming under or through Operator, immediately or remotely.

15.8 Reasonableness of Restrictions. Operator acknowledges and agrees that the restrictions, conditions, and limitations imposed by this Article XV on Operator's ability to Transfer this Agreement or any interest herein, the Premises or any part thereof, to Transfer any right or privilege appurtenant to the Premises, or to allow any other person to occupy or use the Premises or any portion thereof, are, for the purposes of California Civil Code Section 1951.4, as amended from time to time, and for all other purposes, reasonable at the time that this Agreement was entered into, and shall be deemed to be reasonable at the time that Operator seeks to Transfer this Agreement or any interest herein, the Premises or any part thereof, to Transfer any right or privilege

appurtenant to the Premises, or to allow any other person to occupy or use the Premises or any portion thereof. Operator's sole remedy if City withholds its consent to any Transfer in violation of Operator's rights under this Agreement shall be injunctive relief, and Operator hereby expressly waives California Civil Code Section 1995.310, which permits all remedies provided by law for breach of contract, including, without limitation, the right to contract damages and the right to terminate this Agreement if City withholds consent to a Transfer in violation of Operator's rights under this Agreement, and any similar or successor statute or law in effect or any amendment thereof during the Term.

15.9 Transfer Premium. If City approves any Transfer as herein provided, Operator shall pay to City, as Additional Rent, one hundred percent (100%) of any monetary or other economic consideration received by Operator as a result of the Transfer over and above the amount of Operator's rental and other payments due City pursuant to this Agreement (or applicable proportionate share, if a sublease) after first deducting the undepreciated cost of improvements which costs had been approved by City and paid for by Operator. The agreement evidencing such Transfer, as the case may be, after approval by City, shall not be amended without City's prior written consent, and, at City's option, shall contain a provision directing such transferee to pay the rent and other sums due thereunder directly to City upon receiving written notice from City that Operator is in default under this Agreement with respect to the payment of Rent. In the event that, notwithstanding the giving of such notice, Operator collects any rent or other sums from such transferee, then Operator shall hold such sums in trust for the benefit of City and shall immediately forward the same to City. City's collection of such rent and other sums shall not constitute an acceptance by City of attornment by such transferee.

15.10 Name Change Only. In the event of a name change of Operator, in which there is no transfer, assignment, mortgaging, pledging, or encumbering of Operator as provided in Sections 15.1 and 15.2, the Operator must obtain the written consent of the CEO; and Operator shall provide all related documents, as well as any other documents requested by the CEO. If City is required to make any payment to Operator under this Agreement, the Operator's failure to obtain the written consent of the CEO or provide the documents requested under this section may result in the City's inability to make such payment and/or delay such payment to the newly named entity.

15.11 Temporary Transfer. Subject to this Article XV and the terms of this Agreement, upon not less than ten (10) days advance notice to the City and upon approval of the Board, JPMC may but is not obligated to assume the construction, operation and maintenance of the Premises and exercise all powers and rights of the Operator with respect thereto (the "**Temporary Transfer**") for a period of time which shall conclude upon notice thereof from JPMC to the Operator and the City (with such period being no longer than six (6) months) (the "**Temporary Transfer Period**"). A Temporary Transfer is expressly subject to the terms of Section 15-1-15-10 of this Article XV. During the Temporary Transfer Period, JPMC assumes all obligations to City under this Agreement and Operator shall not be relieved of its obligations to City under this

Agreement. During the Temporary Transfer Period, JPMC may replace service providers selected by the Operator with alternative service providers selected by JPMC, provided that JPMC complies with any applicable requirements in this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement, during the Temporary Transfer Period: (a) JPMC's exercise of a Temporary Transfer shall not constitute a Default under this Agreement; and (b) the Operator and JPMC shall continue to receive notices under this Agreement from the City in accordance with this Agreement. Upon the termination or expiration of the Temporary Transfer Period, JPMC shall relinquish all rights and obligations it had pursuant to the Temporary Transfer and the Operator shall resume its construction, operation and maintenance of the Premises (as applicable) pursuant to the terms of this Agreement.

XVI HAZARDOUS MATERIALS.

16.1 Hazardous Materials. For the purposes of this Agreement, "**Hazardous Materials**" means:

16.1.1 Any substance the presence of which now or hereafter requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

16.1.2 Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

16.1.3 Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

16.1.4 Any substance the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent premises or Common Areas or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or

16.1.5 Any substance the presence of which on adjacent premises or Common Areas could constitute a trespass by Operator; or

16.1.6 Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

16.2 Prohibition; Operator Responsibility. Except as may be specifically approved in writing in advance by CEO ("**Permitted Hazardous Materials**"), Operator shall not use, store, handle, generate, treat, dispose, discharge or release any Hazardous Materials at the Premises, in any Common Areas or at the Airport in connection with its use, occupancy, and operation of its business at the Premises; provided, however, CEO shall not unreasonably withhold its approval to Operator's use, storage and handling of common cleaning materials routinely present in businesses conducting the Permitted Use to the extent such materials are used strictly in accordance with applicable Laws, manufacturer's instructions and best management practices. Operator agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws or other orders of any governmental entity regarding the use, storage, handling, distribution, processing or disposal of Hazardous Materials ("**Hazardous Materials Laws**") relating to the activities of Operator or any Operator Party on or about the Premises or the Airport, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the Premises, on the user of the land, or on the user of the improvements. Operator agrees that any damages, penalties or fines levied on City or Operator as a result of noncompliance with any of the above shall be the sole responsibility of Operator; provided, however, Operator shall not have any responsibility or liability with respect to any Hazardous Materials which were in existence in any portion of the Facility, the Premises or elsewhere on the Airport prior to the delivery of any portion of the Premises by City to Operator (all of the foregoing being referred to as "**Pre-Existing Hazardous Materials**"), except to the extent of Operator's active negligence in the disturbance or other handling of such Pre-Existing Hazardous Materials (such as asbestos containing materials that may be incorporated in the existing improvements located on or about the Premises and may be disturbed during Operator's construction activities) and such disturbance or handling was not in compliance with applicable Hazardous Materials Laws. Further, Operator shall indemnify, defend, protect and pay and reimburse and hold City any City Agents harmless from any Claims that City or any City Agent suffers or incurs as a result of noncompliance with Operator's express obligations set forth above. Operator agrees that any actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), demands, expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities, liens or losses (collectively, "**Environmental Claims**") asserted against or levied on the

Premises, City or Operator as a result of noncompliance with any of Operator's express obligations set forth in this Section shall be the sole responsibility of Operator and that Operator shall indemnify, defend and hold City and City Agents harmless from all such Environmental Claims. Further, City may, at its option, pay such Environmental Claims resulting from Operator's non-compliance with any of the terms of this Section, and Operator shall reimburse City for any such payments within thirty (30) days after written demand therefor.

16.3 Spill Clean-Up. From and after the Delivery Dates with respect to the Premises, in the case of any Hazardous Materials spill, leak, discharge, or improper storage on the Premises or contamination of the Premises by any person, Operator shall make or cause to be made any necessary repairs or corrective actions and shall clean up and remove any leakage, contamination or contaminated materials. In the case of any Hazardous Materials spill, leak, discharge or contamination by Operator or any of the Operator Parties at the Premises or in, on or under adjacent property which affects other property of City or its tenants' property, Operator shall make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage or contamination and contaminated materials. In the case of any Hazardous Materials spill, leak, discharge or contamination by City or any of the City's Agents within the Facilities, City shall take or require to be taken any necessary corrective action required under applicable Hazardous Materials Laws to clean up and remove such spill, leakage, discharge or contamination. If Operator fails to repair, clean up, properly dispose of or take any other corrective actions as required in this Section 15.3, City shall have the right (but not the obligation) to take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. In connection therewith, Operator shall be listed as the owner or "generator" of any Hazardous Materials listed on any Hazardous Waste Manifest and in connection with any reporting made to any governmental entity. Any such repair, cleanup or corrective actions taken by City as the result of Operator's failure to comply with Operator's obligations under this Section 16.3 shall be at Operator's sole cost and expense and Operator shall indemnify, defend, pay for and reimburse and hold City and City Agents harmless from and against any and all costs (including without limitation, the Administrative Fee) City incurs as a result of any repair, cleanup or corrective action City takes to correct any act or failure to act by Operator.

16.4 Provision to City of Environmental Documents. Operator shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by Operator to or received by Operator from any governmental entity or third party regarding any Hazardous Materials and relating to the Premises. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Materials spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Materials spill, leak, or discharge including all test results, or any Environmental Claims related to the Premises, or Operator's use, occupancy or operations at the Premises.

16.5 Hazardous Materials Continuing Obligation. This Article XVI and the obligations herein shall survive the expiration or earlier termination of this Agreement.

XVII OTHER PROVISIONS.

17.1 Other Provisions. The appearance of any provision in this Article shall not diminish its importance.

17.2 Cross Default. A material breach of the terms of any other lease, license, permit, or agreement held by Operator with City shall constitute a material breach of the terms of this Agreement and shall give City the right to terminate this Agreement for cause in accordance with the procedures set forth in this Agreement.

17.3 City's Right of Access and Inspection. City, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Operator of its obligations under this Agreement or for doing any act or thing which City may be obligated or have the right to do under this Agreement, or otherwise, and no abatement of fees and charges shall be claimed by or allowed to Operator by reason of the exercise of such right. City shall not be obliged to inform Operator that an inspection or observation is planned, or in progress. Upon City's written request, responsible representatives of Operator will confer with representatives of City for the purpose of making a complete inspection of Operator's operations, including a review of the quality of service, merchandise and prices, maintenance of the Premises, furnishings and equipment and such other items as City may wish to review.

17.4 Automobiles and Other Equipment. Subject to compliance with City's permitting and security clearance requirements, Operator shall have the right to use, hire or contract for such automotive vehicles or other mechanized equipment and the services thereof as it determines to be necessary for the operation of the common use lounge business herein authorized; provided, however, that the nature, size, type, character and condition of such automotive vehicles and mechanized equipment (including any requirements that such vehicles or other equipment comply with any LEED, "green" or energy efficiency requirements and policies of the City then in effect) shall be subject to prior written approval of CEO before the same is placed in operation. Upon placing such equipment in operation, Operator shall strictly comply with such rules and regulations as CEO may issue, from time to time, covering operation of such equipment and the time periods therefore, the routes over any of the aprons necessary to the operation of the concession, the location of the parking and storage areas for such equipment, the maintenance of the mechanical condition, appearance, neatness, cleanliness and sanitary condition of such equipment and the cleanliness, neat appearance and conduct and demeanor of Operator's or other personnel operating the same (including, without limitation, any requirements imposed by any Private Restrictions). All of said personnel shall have all licenses required by law and shall also be licensed by City, and City may require periodic inspections of such equipment by City representatives. Approval of

inspected equipment may be evidenced by a decal or sticker to be placed on same as required by City. A nominal fee to cover such licensing and inspection services may be charged by City.

17.5 Notices.

17.5.1 Notice to City. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by United States mail, postage prepaid, certified, or by personal delivery or nationally recognized overnight courier, and addressed to City at the addresses set forth in the Basic Information or to such other address as City may designate by written notice to Operator.

17.5.2 Notice to Operator. Written notices to Operator hereunder shall be given by United States mail, postage prepaid, certified, or by personal delivery or nationally recognized overnight courier, and addressed to Operator at the address set forth in the Basic Information or to such other address as Operator may designate by written notice to City.

17.5.3 The execution of any such notice by CEO shall be as effective as to Operator as if it were executed by the Board, or by resolution or order of said Board, and Operator shall not question the authority of CEO to execute any such notice.

17.5.4 All such notices to City, except as otherwise provided herein, may be delivered personally to CEO with a copy to the Office of the City Attorney, Airport Division. Notices shall be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered, or one (1) business day following deposit with a reputable overnight courier that provides a confirmation receipt (or refusal), or on the fifth (5th) day following deposit in the United States mail in the manner described above. In no event shall either party use a post office box or other address which does not accept overnight delivery.

17.6 Agent for Service of Process. If Operator is not a resident of the State of California, or is a partnership of joint venture without a partner or member resident in said State, or is a foreign corporation, then in any such event Operator does designate the Secretary of State, State of California, its agent for the purpose of service of process in any court action between it and City arising out of or based upon this Agreement, and the service shall be made as provided by the Laws of the State of California for service upon a non-resident. Notwithstanding the above, Operator represents to City that its agent for service of process in California is as set forth in the Basic Information (“**Registered Agent**”) and City agrees that service of process shall be made on Operator’s Registered Agent or such change of Registered Agent as Operator may notify City from time to time. If, for any reason, service of such process as provided above is not possible, as an alternative method of service of process, Operator may be served with such process by mailing, by registered or certified mail, the complaint and process to Operator at the address for notice set forth in the Basic Information, and such service shall constitute

valid service and be deemed effectuated upon Operator as of the date of mailing, and Operator shall have thirty (30) days from the date of mailing to respond thereto. Operator agrees to the process so served, submits to the jurisdiction and waives any and all objection and protest thereto, and Laws to the contrary notwithstanding.

17.7 Restrictions and Regulations.

17.7.1 The operations conducted by Operator pursuant to this Agreement shall be subject to: (a) any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by City, Board or CEO with respect to the operation of Airport; (b) any and all orders, directions or conditions issued, given or imposed by City, Board or CEO with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas or public areas adjacent to the Premises; and (c) any and all applicable Laws, ordinances, statutes, rules, regulations or orders, including environmental, or any governmental authority, federal, state or municipal, lawfully exercising authority over Airport or Operator's operations. Operator shall be solely responsible for any and all civil or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, Laws, orders, directives and/or conditions.

17.7.2 Regulations Do Not Permit Termination. City shall not be liable to Operator for any diminution or deprivation of Operator's rights hereunder on account of the exercise of any such authority, nor shall Operator be entitled to terminate the whole or any portion of this Agreement by reason thereof.

17.8 Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, Operator agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Operator be required, pursuant to this Section, to agree to an increase in the fees and charges provided for herein or to a change in the use of the Premises, provided it is the Permitted Use, to which Operator has put the Premises. In the event that such required amendment results in a material decrease in Operator's Gross Receipts, then the CEO will use good faith efforts to recommend for approval to the Board an amendment to this Agreement providing for an equitable adjustment to the MAG as reasonably determined by the CEO following consultation with Operator (it being understood, however, that such amendment to adjust the MAG shall require the approval of the Board acting in the Board's sole and absolute discretion). As a condition to the CEO's recommending such amendment, Operator shall have demonstrated to the reasonable satisfaction of the CEO, based on a six (6) month review of operations following the implementation of such required amendment, that such required amendment is resulting in a material decrease in Operator's Gross Receipts.

17.9 Independent Contractor. It is the express intention of the parties that Operator is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Operator shall be interpreted or construed as creating or establishing the relationship of employer and employee between Operator and City or between Operator and any official, agent, or employee of City. Both parties acknowledge that Operator is not an employee of City. Operator shall retain the right to perform services for others during the term of this Agreement, unless specified to the contrary herein or prohibited by conflict of interest or ethics Laws, regulations, or professional rules of conduct.

17.10 Disabled Access.

17.10.1 Operator shall be solely responsible for fully complying with any and all applicable present or future rules, regulations, restrictions, ordinances, statutes, Laws, or orders of any federal, state, or local governmental entity or court regarding disabilities and disabled access to the Premises, including any services, programs, improvements or activities provided by Operator or by Operator's subcontractors; and which include but are not limited to the Air Carrier Access Act; 2010 ADA Standards For Accessible Design; 28 Code of Federal Regulation (CFR) Part 35; 28 CFR Part 36; Sections 504 and 508 of the Rehabilitation Act of 1973 as amended and the State of California Code of Regulations Title 24, and including such rules, regulations, restrictions, ordinances, statutes, Laws, or orders of any federal, state, or local governmental entity or court related to volume control standards, height standards, shelf standards, and such other accessibility standards for the Premises. Further, Operator agrees to cooperate fully with City in its efforts to comply with the ADA, including but not limited to, Title II of the Americans with Disabilities Act of 1990, as amended by the final rule published on September 15, 2010, and any amendments thereto, or successor statutes. The Operator shall comply with 49 CFR Section 37. Special attention shall be given to: 49 CFR Sections 37.5, 37.105, 37.161, 37.165, 37.167, 37.171, 37.173, and 37.207. In addition to federal requirements, Operator shall also be required to comply with Title III of the Americans with Disabilities Act, as amended and any amendments thereto, or successor statutes, and the State of California disabilities laws. Among these, though not all inclusive are the Unruh Civil Rights Act, Civil Code Sections 54, 54.1, and 51.5; and Government Code Section 12948. Without limiting the generality of the foregoing, Operator shall ensure the accessibility or equal access of any and all existing or future Lounge and any and all improvements installed, maintained or used by Operator in connection with this Agreement, regardless of whether the obligation for such compliance is placed on the owner of the land, the owner of the buildings, structures, and facilities, or the owner of such Lounge and related improvements.

17.10.2 Operator shall be solely responsible for any and all Claims and damages caused by, and/or penalties levied as the result of, Operator's or Operator's sub-concessionaire's noncompliance.

17.10.3 Should Operator fail to comply with the provisions under Section 17.10, City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Operator will then be required to reimburse the City for actual cost of achieving compliance, plus Administrative Fee, within thirty (30) days of written demand therefor.

17.10.4 The Premises have not undergone an inspection by a Certified Access Specialist ("CASp"). The following statement is hereby included in this Agreement:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

The parties hereby mutually agree that any inspection by a CASp shall be performed at Operator's sole cost and expense and at a time reasonably satisfactory to City. The parties hereby mutually agree that any and all repairs or alterations necessary to correct violations of construction-related accessibility standards within the Premises shall be performed by Operator at Operator's sole cost and expense. The parties acknowledge and agree that, notwithstanding any presumption set forth in California Civil Code Section 1938, Operator shall be solely responsible and liable to make any and all repairs or alterations necessary to correct violations of construction-related accessibility standards in any CASp inspection report. Operator hereby agrees that, to the fullest extent permitted by law, Operator shall treat any inspection by a CASp and the CASp inspection report as strictly confidential and shall not disclose the content of any such inspection report, except as necessary for Operator to complete repairs and corrections of violations of construction-related accessibility standards. Operator acknowledges that Operator's obligations set forth in this Section 16.10.4 are in addition to (and not in lieu of) Operator's obligations regarding compliance with the ADA and construction related accessibility standards set forth elsewhere in this Agreement, and nothing in this Section 17.10.4 shall be construed to limit or diminish Operator's obligations set forth elsewhere in this Agreement.

17.11 Ordinance and Los Angeles Administrative Code Language Governs. Ordinance and Los Angeles Administrative Code exhibits are provided as a convenience are provided as a convenience to the parties only. In the event of a discrepancy between

the exhibits and the applicable ordinance or code language, or amendments thereto, the language of the ordinance or code shall govern.

17.12 Amendments to Ordinances and Los Angeles Administrative Codes and Programs. The obligation to comply any Ordinances, Los Angeles Administrative Codes and Programs (such as the Contractor Responsibility Program) which have been incorporated into this Agreement by reference, shall extend to any amendments which may be made to those Ordinances and Los Angeles Administrative Codes during the term of this Agreement.

17.13 Child Support Orders. This Agreement is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, a copy of which is attached for convenience as Exhibit "K." Under this Section 16.13, Operator (and any subcontractor of Operator providing services to City under this Agreement) will (1) fully comply with all State and Federal employment reporting requirements for Operator's or Operator's subcontractor's employees applicable to Child Support Assignments Orders; (2) certify that the principal owners of Operator and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, *et seq.*; and (4) maintain compliance throughout the Term. Under Section 10.10(b) of the Los Angeles Administrative Code, failure of Operator or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owners of Operator or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Agreement subjecting this Agreement to termination where the failure shall continue for more than 90 days after notice of the failure to Operator by City (in lieu of any time for cure provided elsewhere in this Agreement).

17.14 Business Tax Registration. Operator represents that it has registered its business with the office of the City Clerk of the City of Los Angeles and has obtained and presently holds a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by the Business Tax Ordinance (Article I, Chapter 2, Sections 21.00 and following, of the Municipal Code of the City of Los Angeles). Operator shall maintain, or obtain as necessary, all certificates required of Operator under that ordinance, and shall not allow any such certificate to be revoked or suspended during the Term.

17.15 Non-Discrimination and Affirmative Action Provisions.

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

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

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

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

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

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements
- c. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program
- d. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

17.15.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor’s compliance with this subsection 1.1. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

17.15.4 Subcontractor Compliance. Contractor agrees that it shall insert the provisions found in Section 17.15.1-17.1.3, inclusive of Exhibit L in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

17.15.5 Other Federal Non-Discrimination Provisions.

(a) Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises or the other parts of the Facilities, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator shall use the Premises and the other areas of the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Operator assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Operator or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision

obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

(d) Operator shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for the Premises or service, provided that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(e) Operator shall insert the provisions found in Subsections (c) and (d) of this Section 16.15.1 in any sublease, assignment, license, or permit by which Operator grants a right or privilege to any Person to render accommodations or services to the public at the Premises.

(f) ACDBE. This Agreement is subject to provisions of 49 Code of Federal Regulations, Part 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any operating agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR, Part 23.

City has established an Airport Concession Disadvantaged Business Enterprise Program in accordance with regulations of the U.S. Department of Transportation, 49 CFR, Part 23 ("**ACDBE Rules**"). Additionally, City strictly prohibits all unlawful discrimination and preferential treatment in contracting, subcontracting and purchasing under this Agreement ("**Non-Discrimination Policy**"). Operator shall comply with the ACDBE Rules and the Non-Discrimination Policy and shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with its performance under this Agreement or in contracting, sub-contracting or purchasing in connection with this Agreement. Operator shall cooperate with City in City's program of recruiting, training, providing technical assistance and holding workshops to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified businesses owners, including "Airport Concession Disadvantaged Business Enterprises" ("**ACDBEs**") as defined in the ACDBE Rules. In order to provide a fair opportunity for ACDBE participation, Operator shall make good faith efforts, and keep documentation of all such efforts, in accordance with the ACDBE Rules, to provide for a level of ACDBE participation in the purchase of goods and services equal to or greater than ten percent

(10%). ACDBE participation will be calculated in accordance with the U.S. Department of Transportation's ACDBE regulation, 49 CFR § 23.55. Failure to comply with the ACDBE Rules or 49 CFR Parts 23 and 26, referenced herein, shall constitute a default of this Agreement.

Subsequent Agreement or Contract Covered by 49 CFR Part 23. The Operator agrees to include the following statement in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statement in further agreements: "This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

Substitutions/Terminations/Additions. Operator shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed. Should a substitution, termination or an addition of an ACDBE become necessary, Operator shall comply with all requirements of the ACDBE Rules and 49 CFR Part 26.53(f), including without limitation, obtaining written approval from the CEO prior to such substitution, addition or termination. If an ACDBE is terminated by Operator without the prior required consent, Operator shall not be entitled to any payment for work or material unless it is performed or supplied by the listed ACDBE. Further, if an ACDBE is terminated pursuant to this provision and 49 CFR Part 26.53(f), or fails to complete its contract for any reason, then Operator shall provide the CEO with evidence satisfactory to the CEO that Operator has made good faith efforts to substitute the terminated ACDBE with another ACDBE. If Operator fails to make good faith efforts, as determined by the CEO, City shall have the right to cancel or terminate this Agreement in its entirety and all rights ensuing therefrom upon giving thirty (30) days written notice to Operator.

Monthly Report. In order to assure compliance with the Non-Discrimination Policy and the ACDBE Rules, Operator shall submit a monthly report to City, describing the gross receipts related to ACDBE participation. Operator shall submit monthly reports in the format required by the CEO and such other information as may be requested by the CEO to ensure compliance with the ACDBE Rules.

17.15.6 City Non-Discrimination Provisions.

(a) Non-Discrimination In Use Of Premises. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the lease,

sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises or any part of the Premises or any operations or activities conducted on the Premises or any part of the Airport. Nor shall Operator or any person claiming under or through Operator establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of the Premises. Any sublease or assignment that may be permitted under this Agreement shall also be subject to all non-discrimination clauses contained in this Section 16.15.2.

(b) **Non-Discrimination In Employment.** During the Term, Operator agrees and obligates itself in the performance of this Agreement not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Operator shall take affirmative action to insure that applicants for employment are treated, during the Term, without regard to the aforementioned factors and will comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, *et seq.*, or any successor ordinances or law concerned with discrimination.

(c) **Equal Employment Practices.** If the total payments made to City under this Agreement are \$1,000 or more, this provision shall apply. During the performance of this Agreement, Operator shall comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**"), a copy of which is attached hereto for convenience as Exhibit "M" By way of specification but not limitation, under Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Operator to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of this Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Operator. Upon a finding duly made that Operator has failed to comply with the Equal Employment Practices provisions of this Agreement, this Agreement may be forthwith terminated, cancelled or suspended.

(d) **Affirmative Action Program.** If the total payments to City under this Agreement are \$100,000 or more, this provision shall apply. During the performance of this Agreement, Operator shall comply with Section 10.8.4 of the Los Angeles Administrative Code ("**Affirmative Action Program**"), a copy of which is attached hereto for convenience as Exhibit "N" By way of specification but not limitation, under Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Operator to comply with the Affirmative Action Program provisions of this Agreement may be deemed to be a material breach of this Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Operator. Upon a finding duly made that Operator has failed to comply with the Affirmative Action Program provisions of this Agreement, this Agreement may be forthwith terminated, cancelled or suspended.

17.15.7 Non-Discriminatory Pricing. Operator shall furnish its goods and services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for any goods or service, provided that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

17.15.8 Subcontractors. Operator shall ensure that each subcontractor complies with the foregoing provisions of this Section 17.15 in connection with the activities of such subcontractor under its sub-concession agreement.

17.16 Security - General. Operator shall be responsible for fully complying with any and all applicable present or future rules, regulations, restrictions, ordinances, statutes, Laws or orders of any federal, state or local governmental entity regarding airfield security.

17.16.1 Security - FAA. Operator shall be responsible for the maintenance and repair of gates and doors that are located at the Premises or controlled by Operator. Operator shall comply fully with applicable provisions of the Federal Aviation Administration Regulations, 14 CFR, Part 107 [and Part 108 if Operator is an air carrier], including the establishment and implementation of procedures acceptable to CEO to control access from the Premises to air operation areas in accordance with the Airport Security Program required by Part 107. Further, Operator shall exercise exclusive security responsibility for the Premises and, if Operator is an air carrier, do so pursuant to Operator's Federal Aviation Administration approved Air Carrier Standard Security Program used in accordance with 14 CFR, Part 129.

17.16.2 Security - Doors and Gates. Gates and doors located at the Premises which permit entry into restricted areas at Airport shall be kept locked by Operator at all times when not in use or under Operator's constant security surveillance. Gate or door malfunctions which permit unauthorized entry into restricted areas shall be reported to Department of Airports' Operations Bureau without delay and shall be maintained under constant surveillance by Operator until repairs are affected by Operator or City or the gate or door is properly secured. Operator shall pay all civil penalties levied by the TSA for violation of the TSA Regulations pertaining to security gates or doors in the Premises or otherwise controlled by Operator, and shall indemnify, defend and hold City and City Agents harmless from and against any Claims, including but not limited to, any required corrective actions and expenses related thereto, resulting from any non-compliance with the TSA Regulations.

17.16.3 Security - Penalties. All civil penalties levied by the Federal Aviation Administration for violation of Federal Aviation Regulations pertaining to security gates or doors located at the Premises or otherwise controlled by Operator shall be the sole responsibility of Operator. Operator agrees to indemnify, defend and hold City and City Agents harmless from and against any Claims or any federal civil penalties amounts City or any City Agent must pay due to any security violation arising from the

use of Operator's leasehold or the breach of any obligation imposed by this Section. Operator will be billed for the cost of any such penalties paid by City as Additional Rent hereunder, plus the Administrative Fee, to be paid by Operator to City within thirty (30) days of written demand.

17.16.4 Security Arrangements. City shall provide, or cause to be provided, during the term hereof, the public fire, police and security protection similar to that afforded to others at Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of Airport. Operator shall have the right, but shall not be obligated, to provide such additional or supplemental private protection as it may desire.

17.17 Living Wage Ordinance.

17.17.1 General Provisions; Living Wage Policy. Operator shall comply with the Living Wage Ordinance ("LWO"), Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time, a copy of which is attached hereto for convenience as Exhibit "O." Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of the Agreement and City shall be entitled to terminate this Agreement and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Operator violated the provisions of the LWO. Operator further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract agreement entered into by Operator for work to be performed under this Agreement must include an identical provision.

17.17.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Agreement is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Operator in writing about any redetermination by City of coverage or exemption status. To the extent Operator claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Operator to prove such non-coverage or exemption.

17.17.3 Compliance; Termination Provisions and Other Remedies: Living Wage Policy. If Operator is not initially exempt from the LWO, Operator shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the execution date of this Agreement. If Operator is initially exempt from the LWO, but later no longer qualifies for any exemption, Operator shall, at such time as Operator is no longer exempt, comply with the provisions of the LWO. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement and City shall be entitled to terminate this Agreement and otherwise pursue legal remedies that

may be available, including those set forth in the LWO, if City determines that Operator violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Agreement. Nothing in this Agreement shall be construed to extend the time periods or limit the remedies provided in the LWO.

17.18 Worker Retention Ordinance. Operator shall comply with the Worker Retention Ordinance (“WRO”), LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by Operator for work to be performed under this Agreement must include an identical provision. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate the Agreement and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the WRO.

17.19 Artists’ Rights Act. Operator shall not install, or cause to be installed, any work of art subject to the Visual Artists’ Rights Act of 1990 (as amended), 17 U.S.C. §106A, *et seq.*, or California Code Section 980, *et seq.*, (collectively, “VARA”) on or about the Premises without first obtaining a written waiver from the artist of all rights under VARA, satisfactory to City and approved as to form and legality by the City Attorney. The waiver shall be in full compliance with VARA and shall name City as a party for which the waiver applies. Operator shall not install, or cause to be installed, any piece of artwork covered under VARA at the Premises without the prior approval and waiver of City. Any work of art installed at the Premises without such prior approval and waiver shall be deemed a trespass, removable by City, upon three days’ written notice, with all costs, expenses, and liability therefor to be borne exclusively by Operator.

17.20 Equal Benefits Ordinance.

17.20.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance (“EBO”), Operator certifies and represents that Operator shall comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. Operator shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term “**Non-ERISA Benefits**” shall mean any and all benefits payable through benefit arrangements generally available to Operator’s employees which are neither “employee welfare benefit plans” nor “employee pension benefit plans”, as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Operator to its employees, the

spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and, which include any bereavement leave, family and medical leave, and travel discounts provided by Operator to its employees, their spouses and the domestic partners of employees.

17.20.2 Operator agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of an Agreement with the City of Los Angeles, Operator shall provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2625."

17.20.3 The failure of Operator to comply with the EBO will be deemed to be a material breach of the Agreement by City. If Operator fails to comply with the EBO, City may cancel or terminate the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by City. City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Operator in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance. If City determines that Operator has set up or used its contracting entity for the purpose of evading the intent of the EBO, City may terminate the Agreement.

17.21 Contractor Responsibility Program. Operator shall comply with the provisions of the Contractor Responsibility Program adopted by the Board. The rules, regulations, requirements and penalties of the Contractor Responsibility Program Rules and Regulations are attached to this Agreement as Exhibit "P."

17.22 First Source Hiring Program. Operator shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached to this Agreement as Exhibit "Q."

17.23 Environmentally Favorable Options. Operator acknowledges for itself and its subcontractors that its operation of its activities under this Agreement will be subject to all of City of Los Angeles' policies, guidelines and requirements regarding environmentally favorable construction, use or operations practices (hereinafter collectively referred to as "**City Policies**") as such City Policies may be promulgated, revised and amended from time-to-time.

17.24 Municipal Lobbying Ordinance. Operator shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance.

17.25 Labor Peace Agreement. As a condition precedent to the execution of this Agreement: (i) Operator shall have a signed Labor Peace Agreement (“LPA”) with the labor organizations representing or seeking to represent concession workers at the Premises covered by this Agreement; (ii) Operator shall have submitted to City a copy of such LPA, executed by all of the parties or evidence of such signed Labor Peace Agreement acceptable to the City; and (iii) such LPA shall prohibit such labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of Operator at any of the airports operated by City for the duration of this Agreement. Operator shall not enter into a sub-concession agreement with a subcontractor unless: (a) such subcontractor shall have a signed an LPA with the labor organizations representing or seeking to represent concession workers at the Premises covered by such sub-concession agreement; (b) Operator or such subcontractor shall have submitted to City a copy of such LPA, executed by all of the parties to such LPA or evidence of such signed Labor Peace Agreement acceptable to the City; and (c) such LPA shall prohibit such labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of such subcontractor at any of the airports operated by City for the duration of such sub-concession agreement.

17.26 Alternative Fuel Vehicle Requirement Program. Operator shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program. The rules, regulations, and requirements of the Alternative Fuel Vehicle Program are attached as Exhibit “R” and made a material term of this Agreement. Operator shall complete and submit to City the vehicle information required on the reporting form accessible online at <https://sbo.lawa.org/altfuel> on a semi-annual basis. The reporting form may be amended from time to time by City. Operator acknowledges that compliance with the Alternative Fuel Vehicle Requirement Program does not relieve Operator from complying with any and all applicable federal, state and local regulations.

17.27 Iran Contracting Act of 2010. In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit attached as Exhibit “S”. The DGS List can be found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>. Operator’s compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

17.28 Compliance with Los Angeles City Charter Section 470(c)(12).

17.28.1 Operator shall execute and submit CEC Form 55. Operator, subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter §470(c)(12), Charter §609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or

candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Operator is required to provide and update certain information to City as specified by law. Any Operator and affiliate subject to Charter §470(c)(12) and Charter §609(e) shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this Agreement:

“Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in Charter §470(c)(12), Charter §609(e) and related ordinances you are subcontractor on City of Los Angeles Contract # _____. Pursuant to City Charter §470(c)(12) and §609(e), Operator, its Approved Affiliate(s), and its subcontractors and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to Operator names and addresses of the subcontractor’s principals and contact information and shall update that information if it changes during the twelve (12) month time period. Subcontractor’s information included must be provided to Operator within ten (10) Business Days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission’s website at <http://ethics.lacity.org/> or by calling 213/978-1960.”

17.28.2 Operator, its subcontractors, and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle City to terminate this Agreement and pursue any and all legal remedies that may be available.

17.29 Subcontractor Compliance. Operator shall ensure that each subcontractor, unless expressly exempted in writing by the CEO, shall comply with all applicable provisions of this Agreement, including but not limited to those set forth in Article XVI.

17.30 Ownership of Work Product. Operator agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or contributed by Operator **exclusively for the Premises**, either individually or in collaboration with others, for the **exclusive** benefit of City, shall belong to and be the sole property of City.

17.31 Estoppel Certificate. Upon written request of City, Operator shall execute, acknowledge and deliver to City or its designee, an Estoppel Certificate in the form then required by City and with any other statements reasonably requested by City or its designee. Any such Estoppel Certificate may be relied upon by such designee. If Operator fails to provide such certificate within ten (10) days of receipt by Operator of a

written request by City as herein provided, such failure shall, at City's election, constitute a Default under this Agreement, and Operator shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by City to such designee.

17.32 Subordination of Agreement. This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States of America, its boards, agencies or commissions, or between City and the State of California, relative to the operations or maintenance of Airport the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of said Airport. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

17.33 Right of Flight. City reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the terminal, including the right to cause any noise and vibration inherent in the operation of any aircraft through the airspace or landing at, taking off from, or operating at the Airport. Operator will not to make any claim against City under any theory of recovery for any interference with Operator's use and enjoyment of the Premises that may result from noise or vibration emanating from the operation of aircraft at the Airport.

17.34 Laws of California; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County, California

17.35 Agreement Binding Upon Successors. Subject to the provisions of Article XIV, this Agreement shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the parties hereto.

17.36 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

17.37 Entire Agreement. The provisions of this Agreement constitute the entire agreement between the parties hereto and said Agreement may not be changed or modified in any manner except by written amendment fully executed by City and Operator. This Agreement supersedes the RFP and the Operator's Proposal, except that the certifications, affidavits, commitments and undertakings of Operator set forth in the Operator's Proposal, comprising Exhibit "B" of this Agreement, are incorporated herein by reference to the extent that the same are not in conflict with the terms of this Agreement (it being understood that the terms of this Agreement shall control). There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Agreement which are not fully set forth herein. This is an integrated agreement. Operator acknowledges that it has conducted its own due diligence investigation of its prospects for successfully operating the Permitted Use at the Premises, and has made its own determination of the accuracy of any information provided by City with respect to the financial results of any prior operator of any similar business at the Airport, that City has made no representations or warranties to Operator with respect to any of such matters, and that all prior discussions between City and Operator with respect to such matters are superseded by this Agreement.

17.38 Conditions and Covenants. Each covenant herein is a condition, and each condition herein is as well a covenant by the parties bound thereby, unless waived in writing by the parties hereto.

17.39 Gender and Plural Usage. The use of any gender herein shall include all genders and the use of any number shall be construed as the singular or the plural, all as the context may require.

17.40 Time is of the Essence; Days. Time shall be of the essence in complying with the terms, conditions, and provisions of this Agreement. Unless otherwise expressly specified, "days" shall mean calendar days.

17.41 Void Provision. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect.

17.42 Construction and Interpretation. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Operator.

17.43 Section Headings. The section headings appearing herein are for the convenience of City and Operator, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

17.44 Waiver of Claims. Operator hereby waives any Claim against City and City Agents for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same, or any part hereof, from being carried out.

17.45 Waiver. Every provision herein imposing an obligation upon City or Operator is material inducement and consideration for the execution of this Agreement. No waiver by City or Operator of any breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof nor of any continuing or subsequent breach of the same provision.

17.46 Representations of Operator. Operator (and, if Operator is a corporation, partnership, limited liability company or other legal entity, such corporation, partnership, limited liability company or entity) hereby makes the following representations and warranties, each of which is material and being relied upon by City, is true in all respects as of the date of this Agreement, and shall survive the expiration or termination of the Agreement. Operator shall re-certify such representations to City periodically, upon City's written request.

17.46.1 If Operator is an entity, Operator is duly organized, validly existing and in good standing under the laws of the state of its organization, and is qualified to do business in the state in which the Premises is located, and the persons executing this Agreement on behalf of Operator have the full right and authority to execute this Agreement on behalf of Operator and to bind Operator without the consent or approval of any other person or entity. Operator has full power, capacity, authority and legal right to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement is a legal, valid and binding obligation of Operator, enforceable in accordance with its terms.

17.46.2 Operator has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally within the last five (5) years prior to the date of this Agreement or any re-certification.

17.46.3 Operator hereby represents and warrants to City that Operator is not:

1. in violation of any Anti-Terrorism Law (as hereinafter defined);
2. nor is any holder of any direct or indirect equitable, legal or beneficial interest in Operator, as of the date hereof: (A) conducting any business or engaging in any transaction or dealing with any Prohibited Person (as hereinafter defined), or any company with business operations in Sudan that are prohibited under Cal. Gov. Code §7513.6, including the governments of Cuba, Iran, North Korea, Myanmar and Syria and, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person or forbidden entity; (B) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (C) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law; and
3. a Prohibited Person, nor are any of Operator's affiliates, officers, directors, shareholders, members or lease guarantor, as applicable, a Prohibited Person.

If at any time any of these representations becomes or proves to be false, then it shall be considered a material Default under this Agreement. As used herein, "**Anti-Terrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Cal. Gov. Code §7513.6, and any regulations promulgated under any of them. As used herein "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. "**Prohibited Person**" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom City is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "**USA Patriot Act**" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

17.46.4 Operator represents as of the date of this Agreement that the representations and warranties of Operator contained in Operator's Proposal and in any

financial statement or other materials provided by Operator are true, correct and complete, and shall be deemed restated in full in this Agreement.

17.47 Operator Acknowledgement and Waiver. Operator expressly represents, acknowledges and agrees that: (a) in connection with this Agreement, the rights granted to Operator pursuant to this Agreement, or any termination or expiration thereof, Operator has no right or entitlement whatsoever to receive any relocation assistance, moving expenses, goodwill or other payments or compensation under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. Section 4601 et seq., the California Relocation Assistance Law, as amended, California Government Code Section 7260 et seq., California Eminent Domain Law (California Code of Civil Procedure Section 1230.010 et seq.), the law of inverse condemnation, and/or under any other relocation, eminent domain, condemnation or similar law now or hereafter in effect (collectively, “**Compensation Claims**”); (b) Operator is not entitled to assert any Compensation Claims arising out of or in connection with Operator’s surrender or vacation of the Premises; and (c) nothing in this Agreement shall create, or otherwise give rise to, any rights for Operator or any Operator Party to receive any relocation assistance, moving expenses, goodwill or other payments or compensation under the foregoing laws, all of which rights and Compensation Claims (to the extent the same may be applicable) are hereby waived and relinquished by Operator and the Operator Parties.

17.48 Parties In Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than City and Operator, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement. The Operator Parties are not third party beneficiaries of this Agreement.

17.49 City Approval. Following the execution and delivery of this Agreement, whenever this Agreement calls for a matter to be approved or disapproved by or on behalf of City, then the written approval, disapproval, or consent of the CEO within the legal authority of the CEO, subject to the approval of the Office of the City Attorney as to form, shall constitute the approval, disapproval, or consent of City; provided, however, if the approval or consent by City is in excess of the CEO’s legal authority, then such matter shall be approved by the Board or City Council, whichever is applicable. Except as otherwise expressly set forth in this Agreement, with respect to any matter that is subject to the approval or consent of the CEO or the Board or City Council, whichever is applicable, such approval or consent may be given or withheld in the CEO’s or the Board’s or City Council’s (whichever is applicable) sole and absolute discretion. Any approvals or consents required from or given by City under this Agreement shall be approvals of the City of Los Angeles Department of Airports acting as the owner and operator of the Airport, and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a

government, including the right to grant or deny any permits required for construction or maintenance of the Premises and the right to enact, amend or repeal laws and ordinances, including, without limitation, those relating to zoning, land use, and building and safety. If applicable, no approval or consent on behalf of City will be deemed binding upon City unless approved in writing as to form by the City Attorney.

17.50 Board Order AO-5077 Exemption. With respect to the provision of products and services pursuant to this Agreement, Operator, its subcontractors, and their respective vendors are expressly exempt from the Board-imposed license fee described in Board Order AO-5077 and related Staff Report, which license fee may, in the absence of such exemption, be assessed on the Gross Receipts derived from the provision of products and services pursuant to this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by CEO and Operator has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

CITY OF LOS ANGELES

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

Date: _____

By: _____

Chief Executive Officer
Department of Airports

By: _____

Deputy/Assistant City Attorney

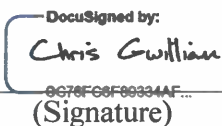
Operator:

AD PARTNERSHIP, LLC

By:  (Signature)

Nancy Knipp President


Print Name and Title (President/CEO)

By:  (Signature)

Chris Gwilliam Secretary

Print Name and Title (VP, Secretary, Treasurer)

ATTEST:

By:  (Signature)

By: _____

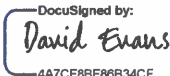
Tatiana Starostina
Chief Financial Officer
Department of Airports

Date _____

GUARANTOR:
COLLINSON GROUP LIMITED

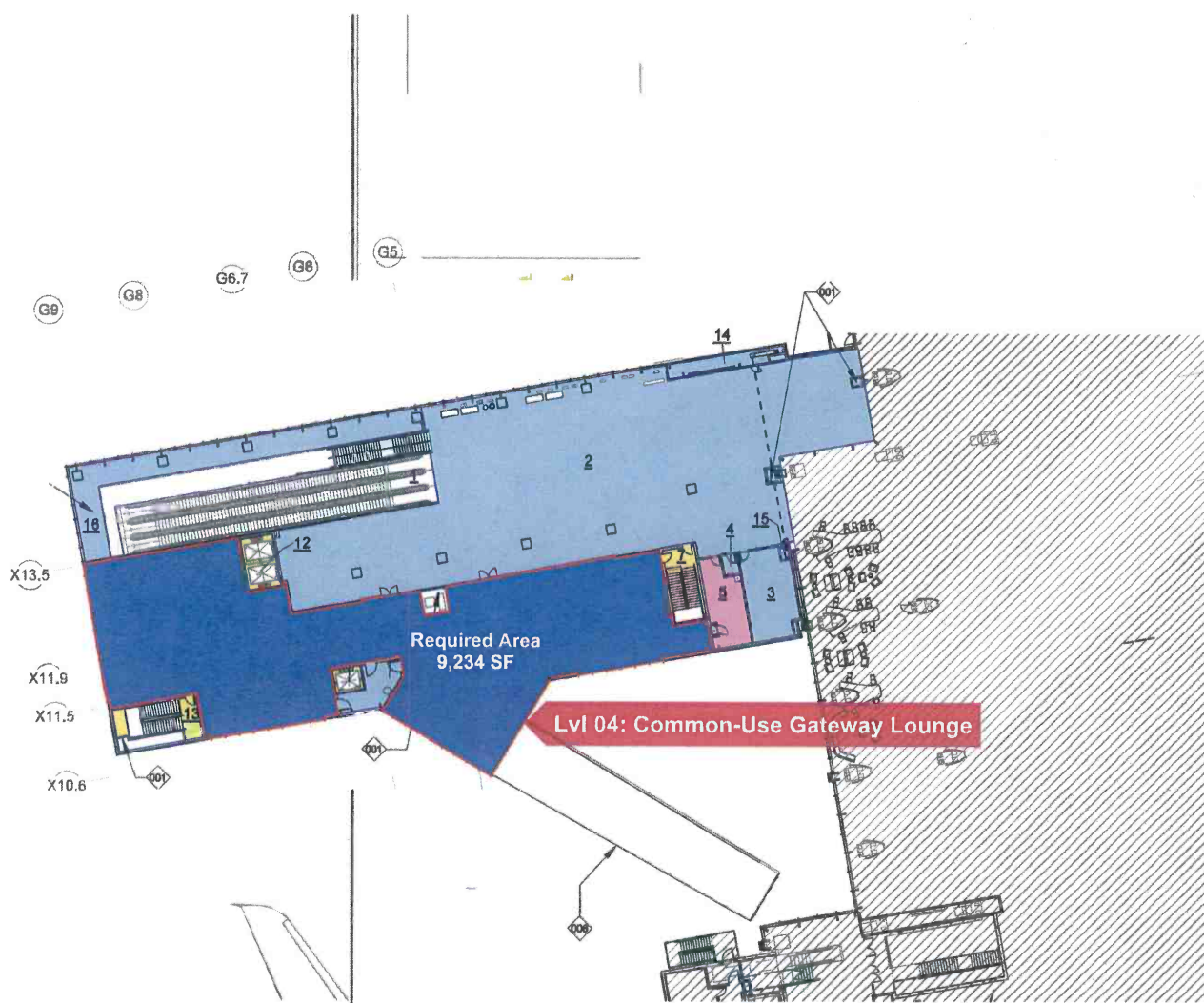
ATTEST:

By: 
(Signature)

By: 
(Signature)

David Evans Joint CEO

Print Name and Title



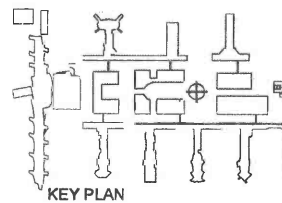
AREA SCHEDULE - GTWY-04-01

Space	Room Number	Area	Description	Space Classification	Occupant
	GTW-04-G1-ST010	2266 SF	Stair	Major Vertical Penetrations	
	GTW-04-G1-010	10418 SF	Concourse	Building Service Area	
	GTW-04-G2-010	544 SF	Police	Building Service Area	
	GTW-04-G2-040	44 SF	Roof Access	Building Service Area	
	GTW-04-G2-030	386 SF	Janitor	Floor Service Area	
	GTW-04-G2-030.0	9 SF	DAS Radio Closet	Building Service Area	
	GTW-04-G2-ST010	356 SF	Stair	Major Vertical Penetrations	
	GTW-04-G1-020	4244 SF	Club Tenant B	Tenant Area	
	GTW-04-G1-030	254 SF	Refuse Vestibule	Building Service Area	
10	GTW-03-G1-EL030	103 SF	Refuse Elevator	Major Vertical Penetrations	
11	GTW-04-G1-040	4893 SF	Club Tenant A	Tenant Area	
12	GTW-G1-EL01	248 SF	Elevator	Major Vertical Penetrations	
13	GTW-04-G1-ST020	366 SF	Stair	Building Service Area	
14		212 SF	Building Support	Building Service Area	
15	GTW-04-G1-010	20 SF	CNCR	Building Service Area	
16	GTW-04-G1-050	1263 SF	Unoccupied Maintenance Shelf	Building Service Area	
Grand total		25742 SF			

KEYNOTES

001	INACCESSIBLE SPACE
006	ROOF

- MAJOR VERTICAL PENETRATIONS
- TENANT AREA
- BUILDING SERVICE AREA
- FLOOR SERVICE AREA
- EXISTING BUILDING - NOT IN SCOPE
- SIDEWALK



Los Angeles World Airports
MASTER LEASE EXHIBITS
LEVEL 04 CONCOURSE
MIDFIELD SATellite CONCOURSE, 360 WORLD WAY BLDG A, LOS ANGELES, CA 90045

SUBMITTED BY: _____ APPROVED BY: _____

SCALE: As indicated JOB: 14334.0000 DATE: 08/21/18

PAGE: 3 of 39 SHEET: GTWY-04-01

Turner PCL CORGAN Gensler gkkwork

NOTE: ALL AREAS ARE BASED ON CURRENT ARCHITECTURAL DRAWINGS AS OF DATE OF PUBLICATION OF LEASE DOCUMENTS. FIELD VERIFICATION HAS NOT BEEN PERFORMED AND IS THE RESPONSIBILITY OF THE TENANT.



Proposal:

Common Use Lounge Operator, Tom Bradley International Terminal, Los Angeles International Airport

September 30, 2022 | Airport Dimensions



presented by
Airport Dimensions



Exhibit B

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Dear Los Angeles World Airports,

We are excited to introduce an extraordinary new lounge experience that will become a sought-after destination within the Los Angeles International Airport. A strategic partnership between Airport Dimensions, the leading US shared-use lounge operator, and JPMorgan Chase, the leading U.S. financial institution, brings together two best-in-class industry experts, both passionate about experiences for discerning travelers. **The LAX Chase Sapphire Lounge by The Club** concept has been uniquely created to showcase Los Angeles and be a destination for all passengers within Tom Bradley International Terminal.

Why will our partnership deliver excellence to Los Angeles World Airports?

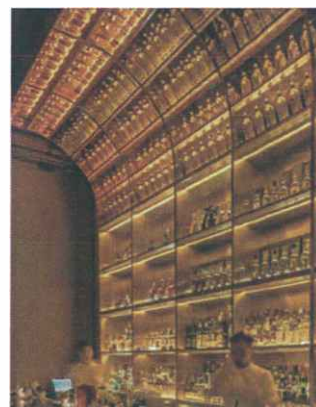
Together, Airport Dimensions and Chase have an audience reach of over 80 million customers. This is the largest and most diverse customer base in the industry. With over 16 years of experience and a global network of over 50 locations, Airport Dimensions has designed, built, and operated more shared-use lounges in the US than any other operator. We have assembled an industry-leading team of experts to fully manage the scope of work—from design, operations, lounge management and marketing—that makes us uniquely qualified to drive value to LAX.

Our proposal's driving components include:

1. A locally inspired, elevated design concept uniquely created for Los Angeles



2. A Los Angeles-centric brand, visual identity and experience brought to life through local food, beverage, and art partnerships that create an authentic sense of place



3. A commitment to creating an inclusive, diverse, and high quality workplace for our employees and supporting ACDBE-certified businesses

- **Highly attractive pay** and benefit compensation
- **Industry-leading** training and development programs
- Partnership with ACDBE hospitality company **Hyde Park Hospitality**

4. A significant financial investment that will deliver guaranteed revenue and best-in-class facilities to LAWA

\$136M Total Investment

Direct Revenue to LAWA	\$79M <i>in rent over the term</i>	\$6M <i>in advertising & incentives</i>
Investments in LAX	\$28M <i>in total capital expenditures</i>	\$24M* <i>in development of airside escort service</i>

*Pending airport approvals

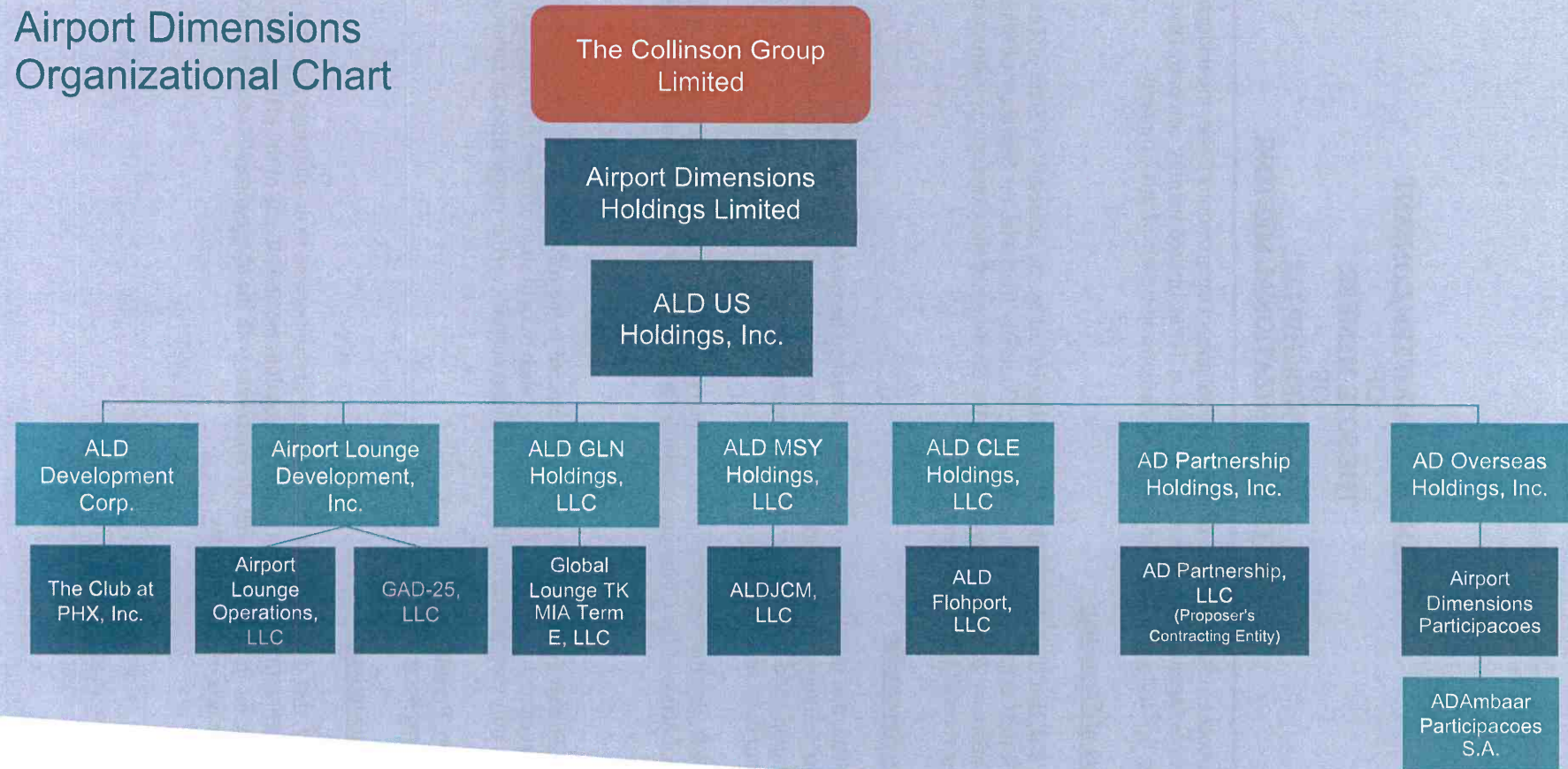
We very much look forward to working with Los Angeles World Airports to bring this concept to life and create a truly memorable experience for your travelers.

Nancy Knipp
President Airport Dimensions

Email: nancy.knipp@airportdimensions.com
Tel: +1 214-850-8112



Airport Dimensions Organizational Chart



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**UNANIMOUS WRITTEN CONSENT
OF
THE SOLE MEMBER
OF
AD PARTNERSHIP, LLC.
IN LIEU OF ORGANIZATIONAL MEETING**

Pursuant to Section 6.201 of the Texas Business Organizations Code, the undersigned, being the Sole Member of AD Partnership, LLC, a Texas limited liability company (the “*Company*”), hereby adopts the following resolutions on behalf of this Company.

Certificate of Formation

RESOLVED, that the acknowledgment of filing issued by the Secretary of State of Texas and the copy of the Certificate of Formation of the Company filed with the Secretary of State of Texas on February 24, 2021 is approved, and the Secretary of the Company is instructed to place same in the record book of the Company.

Company Agreement

RESOLVED, that the Company Agreement, attached hereto as Exhibit A (the “*Company Agreement*”) submitted to the undersigned is approved and adopted as the Company Agreement of the Company and the Secretary of the Company is instructed to place same or a copy thereof in the record book of the Company.

RESOLVED, that the Secretary of the Company maintain a copy of the Company Agreement at the principal office of the Company, available for inspection by the Member of the Company.

Officers

RESOLVED, that the following persons are elected to the offices set forth opposite their names to serve as such at the pleasure of the Member, each to hold such offices until a respective successor is duly elected and qualified or until the person's earlier resignation or removal:

Nancy Knipp, President
Cedric Callins, Secretary

Further Instructions

RESOLVED, that the officers of the Company are authorized to do all things and take all action necessary and helpful to carry out the above resolutions; and all acts of the officers and any persons acting for the Company that are consistent with the above resolutions are ratified and adopted as the acts of the Company.

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IN WITNESS WHEREOF, the undersigned have executed this written consent as of the 24th day of February 2021

SOLE MEMBER

AD PARTNERSHIP HOLDINGS, INC.

By: 
 DocuSigned by:
F2BD5C7D3544438...
Mark Hampton, Director

By: 
 DocuSigned by:
873EABE7E2154A9...
Mignon Buckingham, Director

By: 
 DocuSigned by:
04C58A41D13F473...
Nancy Knipp, Director

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EXHIBIT A
COMPANY AGREEMENT
OF
AD PARTNERSHIP, LLC.

This Company Agreement (the “*Agreement*”) of AD Partnership, LLC, a Texas limited liability company (the “*Company*”), is hereby adopted as of February 24, 2021 by AD Partnership Holdings, Inc., the initial sole Member of the Company.

ARTICLE I
DEFINITIONS

1.1 The following terms used in this Company Agreement shall have the following meanings (unless otherwise expressly provided herein):

“*Agreement*” has the meaning set forth in the first paragraph hereof.

“*Capital Account*” means the individual capital account maintained for each Member pursuant to Section 3.4.

“*Certificate of Formation*” means the Certificate of Formation of the Company filed with the Secretary of State of Texas on February 24, 2021, as amended from time to time.

“*Company*” has the meaning set forth in the first paragraph hereof.

“*Distribution*” has the meaning set forth in Section 4.2.

“*Fiscal Year*” means the period May 1st through April 30th or such other period as may be adopted by the Member, which is the period fixed by the Company as its taxable year for federal income tax purposes.

“*Liquidation*” has the meaning set forth in Section 8.2.

“*Liquidator*” has the meaning set forth in Section 8.2.

“*Member*” means the sole member named in the first paragraph hereof initially, and any Person or Persons thereafter admitted as a substituted or additional or substituted Member in accordance with this Agreement.

“*Person*” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, or other legally recognized entity, or a government or any political subdivision or agency thereof.

“*TBOC*” means the Texas Business Organizations Code, as amended from time to time (or any corresponding provisions of succeeding law).

1.2 Usage. In this Company Agreement, unless a clear contrary intention appears:

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- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Company Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes each other gender and the neuter, as appropriate;
- (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference to any law means such law as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law means that provision of such law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;
- (f) "hereunder," "hereof," "hereto," "herein," and words of similar import shall be deemed references to this Company Agreement as a whole and not to any particular Article, Section, or other provision thereof;
- (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- (h) "or" is used in the inclusive sense of "and/or";
- (i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and
- (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

ARTICLE II

ORGANIZATIONAL MATTERS

2.1 Name and Formation. The business of the Company shall be conducted under the name of AD Partnership, LLC or such other name as from time to time may be determined by the Member. The Company has been formed as a Texas limited liability company pursuant to the TBOC by filing the Certificate of Formation with the Texas Secretary of State in accordance with the TBOC, and the rights and liabilities of the Member shall be as provided in the TBOC, except as otherwise provided herein.

2.2 Principle Office. The principal place of business and mailing address of the Company shall be such place or places as from time to time may be determined by the Member.

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2.3 Purpose. The purpose of the Company shall be the transaction of any or all lawful business for which limited liability companies may be organized under the TBOC. The Company shall have all powers necessary or desirable to accomplish the aforesaid purpose.

2.4 Qualification and Registration. The Company shall, as soon as practicable, take all action necessary to qualify the Company to do business and to execute all certificates or other documents, and perform all filings and recordings, as are required by the laws of the State of Texas and the other jurisdictions in which the Company does business to the extent the laws of such jurisdictions require the Company to do so.

2.5 Registered Office and Registered Agent. The Company's initial registered office in the State of Texas and the name of its initial registered agent at such address are as set forth in the Certificate of Formation.

ARTICLE III

CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS

3.1 Initial Capital Contribution. On or prior to the date hereof, the Member has made an initial capital contribution in an amount set forth in the books and records of the Company.

3.2 Initial Percentage Interest. The initial Member shall own the percentage interest set forth opposite its name on Schedule A. As membership in the Company changes, transfers occur, or both, the percentage interest of the Members shall be reflected on amendments to Schedule A in accordance with the provisions of Section 7.4 below. The percentage interest of each Member may not be reduced without such Member's consent.

3.3 Additional Capital Contributions. The Member shall not be obligated to make additional capital contributions to the Company beyond its initial capital contribution. Any additional capital contributions shall be made by the Member solely in its discretion.

3.4 Capital Account. The Company may maintain a Capital Account for the Member. The Member's Capital Account shall consist of the Member's initial capital contribution, increased by additional capital contributions and by the Member's share of Company profits and decreased by distributions to the Member and by the Member's share of Company losses. No advance of money to the Company by the Member as provided in Section 6.3 shall be credited to the Capital Account of the Member unless accompanied by evidence that the Member intends the advance to be an additional capital contribution to the Company.

3.5 Contributions Not to be Returned at Any Specified Time. Except as otherwise provided in this Company Agreement, the Member shall not have the right to demand the return of its capital contributions.

3.6 Restrictions Relating to Capital. The Member shall not (i) be entitled to receive interest on its capital contributions, (ii) have the right to partition the Company's property, or (iii) be liable to the Company to restore any deficit balance in its Capital Account.

ARTICLE IV

ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations. Except as otherwise required by applicable provisions of tax law, solely for federal income tax purposes and for purposes of certain state tax laws, the Company shall be disregarded as an entity separate from the Member. Each item of Company income, gain, loss, deduction, and credit shall be treated as if realized directly by, and shall be allocated 100% to the Member.

4.2 Distributions. Distributions of cash or other assets shall be made in the amounts and at the times determined by the Member (each a “Distribution”), provided, however, that if there should be more than one Member, any such Distribution will be made pro rata in accordance with each Member’s respective membership interests in the Company. No Distribution shall be made to the extent prohibited by the TBOC, including, without limitation, any Distribution if immediately after making the Distribution the Company’s total liabilities would exceed the fair value of the Company’s total assets. For purposes of this Section, the terms (i) “total liabilities” shall not include (a) liabilities related to a Member’s membership interest, or (b) liabilities for which the recourse of creditors is limited to specified property of the Company, and (ii) the term “total assets” shall include the fair value of that property subject to a liability for which recourse of creditors is limited to specified property of the Company only to the extent that the fair value of such property exceeds the liability.

ARTICLE V

ACCOUNTING AND REPORTS

5.1 Books of Account. The Company shall maintain or cause to be maintained at all times true and proper books, records, reports and accounts in accordance with generally accepted accounting principles consistently applied, in which shall be entered fully and accurately all transactions of the Company, and shall also maintain or cause to be maintained at all times any other documents or records required under Section 101.501 of the TBOC. The Member shall have access to the foregoing at all reasonable times. The Company shall keep vouchers, statements, receipted bills and invoices and all other records in connection with the Company’s business.

5.2 Accounting and Reports. The books of account shall be closed promptly after the end of each Fiscal Year. Promptly thereafter, the Company shall make such written reports to the Member as requested by the Member, which may include a balance sheet of the Company as of the end of such year, a statement of income and expenses for such year, a statement of the Member’s Capital Account as of the end of such year, and such other statements with respect to the status of the Company and Distribution of the profits and losses therefrom as are considered necessary by the Member to advise the Member properly about its investment in the Company for federal and state income tax reporting purposes.

5.3 Banking. An account or accounts in the name of the Company shall be maintained in such bank or banks as the Member may from time to time select. All monies and funds of the

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Company, and all instruments for the payment of money to the Company, shall, when received, be deposited in said bank account or accounts, or prudently invested in marketable securities or other negotiable instruments. All checks, drafts and orders upon said account or accounts shall be signed in the Company name by such Persons and in such manner as the Member may from time to time determine.

ARTICLE VI

MANAGEMENT AND DUTIES

6.1 Member Management.

(a) Except as provided herein, the full, exclusive and complete discretion in the management and control of the business and affairs of the Company shall be vested in the Member.

(b) The Member shall have full authority to bind the Company by execution of documents, instruments, agreements, contracts or otherwise to any obligation not inconsistent with the provisions of this Company Agreement.

(c) For so long as the initial Member named above remains the sole Member of the Company, an act of such Member shall constitute an act of the Company; provided that if and when additional Members shall be admitted to the Company, the presence in person or by proxy of the holders of a majority of the membership interests then outstanding shall constitute a quorum for the transaction of business at any meeting thereof, and an act of the holders of a majority of the membership interests present at any meeting at which a quorum is present shall be the act of the Members.

(d) Any act required or permitted to be taken at any meeting of the Members may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Members having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted.

6.2 Expenditures by Company. The Company shall pay compensation for accounting, administrative, legal, technical, and management services rendered to the Company. The Member shall be entitled to reimbursement by the Company for any expenditures necessarily and reasonably incurred by it on behalf of the Company, which reimbursement shall be made out of the funds of the Company.

6.3 Advances and Loans by Member. The Member may lend money to and transact other business with the Company, and the Member shall have the same rights and obligations with respect thereto as a Person who is not a Member of the Company. The Member may engage in transactions competitive with the business of the Company. Loans by the Member to the Company, or guarantees by the Member of Company indebtedness, shall not be considered capital contributions to the Company. Any such advance shall be treated as a debt owing from the Company, payable at such times and with such rate of interest as shall be agreed upon by the

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Company and the Member, subject to the highest lawful rate at any time in effect during the period of such loan. Undistributed earnings and profits of the Company shall not be considered an advance of money to the Company.

6.4 Officers. The Member may from time to time elect officers of the Company, each of whom shall have the authority and responsibility and serve for the term designated by the Member. None of the officers shall be deemed a manager as that term is used in the TBOC. Unless otherwise determined by the Member, each officer shall be deemed an agent of the Company and to have duties comparable to persons holding similar offices with Texas corporations.

6.5 Fiduciary Duties.

(a) The Member has no fiduciary duties to the Company whatsoever.

(b) The Member and any officer shall be entitled to rely, and shall not be deemed to have violated any fiduciary duty in respect of any action taken in good faith reliance, upon information opinions, reports or statements, including financial statements and other financial data, prepared by (i) one or more officers or employees of the Company, or (ii) legal counsel, public accountants or other persons engaged by or on behalf of the Company as to which the Member or officer reasonably believes are within such Person's professional or expert competence.

ARTICLE VII

CHANGES IN MEMBERSHIP OR INTERESTS

7.1 Transfer of Interests. The Member may, in its own discretion, sell, transfer, assign, give, pledge, or otherwise dispose of or encumber any part or all of its interest in the Company now owned or hereafter acquired, whether voluntarily, by operation of law, or otherwise.

7.2 Admission of New Members. New Members may not be admitted to the Company without the prior written consent of, and may be admitted only upon terms approved by, the Member. Upon admission, new Members shall sign and thereby become subject to an amended version of this Company Agreement approved by the Member and containing provisions in accordance with the TBOC.

7.3 Withdrawal of Member. Except upon the transfer by a Member of all of its membership interest made in accordance with the provisions of this Agreement, a Member does not have the right or power to withdraw from the Company prior to its dissolution and winding up in accordance with this Agreement, the Certificate of Formation, and TBOC.

7.4 Amendments to Schedule A. Schedule A shall be amended as necessary from time to time to reflect the then current identity of the Members of the Company, their respective capital contributions to the Company, the percentage interest held or owned by each Member. Each such amendment shall be in writing, clearly marked as the "First Amendment," "Second Amendment," etc., dated the date as of which a change in the percentage interests in the

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Company is effective or occurs. However, no delay or failure to prepare or cause to be prepared any amendment to Schedule A shall have any effect whatsoever upon the rights or obligations of any Persons with respect to changes in the percentage interests in the Company. Amending Schedule A to reflect the current identity and percentage interests in the Company of the Members is merely an administrative duty of the Members for record keeping purposes only, and is not intended to and shall not have any substantive affect upon the rights or obligations of the Members as such, or of any other Person whatsoever dealing with the Company or claiming by, through or under any Member.

ARTICLE VIII

TERMINATION OF THE COMPANY

8.1 Events Requiring Winding Up. The Company's affairs shall be wound up only upon the first to occur of the following:

- (a) The written determination of the Member; or
- (b) The entry of a judicial decree under the TBOC requiring the winding up or dissolution of the Company.

The death, dissolution, winding up, termination, bankruptcy, expulsion, withdrawal or other termination of the continued membership of the last remaining Member shall not constitute an event requiring winding up of the Company.

8.2 Liquidation and Distribution of Liquidation Proceeds. Upon the occurrence of any event requiring winding up of the Company for any reason, the Member or any other Person appointed by the Member (in either case, the "Liquidator") shall commence to wind up the affairs of the Company and to liquidate its assets ("Liquidation"). The Liquidator shall have full power to sell, assign and encumber Company assets. Any property distributed in kind in Liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. Upon Liquidation, the assets of the Company shall be used and distributed in the following order:

- (a) To pay or provide for the payment of all debts and liabilities of the Company to creditors, including the Member if it is a creditor (other than liabilities for Distributions to the Member as a Member), to the extent permitted by law, in satisfaction of liabilities of the Company; and
- (b) To the Member (i) in satisfaction of the Company's obligations for Distributions, (ii) for the return of its capital contributions, and (iii) to account for any remaining amounts.

8.3 Accounting. Within a reasonable time after the date the assets have been distributed in Liquidation, the Liquidator shall cause to be prepared and provided to the Member a statement which shall set forth the assets and the liabilities of the Company as of the date of complete Liquidation.

8.4 Termination. Upon the completion of Liquidation of the Company and the distribution of all Company assets, the Liquidator or Member shall file a Certificate of Termination with the Secretary of State of Texas, and upon such filing, the Company shall terminate.

ARTICLE IX

LIABILITY AND INDEMNIFICATION

9.1 Liability. No Member shall be personally liable for any debt, obligation, or liability of the Company, including any of the foregoing issued under a judgment, decree, or order of a court, and whether arising in tort, contract, or otherwise solely by reason of being a Member.

9.2 Exculpation. No Member shall be liable to the Company or any other Member for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Person by this Agreement, unless it is finally adjudicated that such loss, damage or claim was incurred by reason of such Person's gross negligence, willful misconduct or breach of contract.

9.3 Indemnification. To the fullest extent permitted by applicable law, each Member and officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Person by reason of any act or omission performed or omitted by such Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Person by this Agreement, unless it is finally adjudicated that such loss, damage or claim was incurred by reason of such Person's gross negligence, willful misconduct or breach of contract; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account thereof. The indemnification provided by this Section shall continue as to a Person who has ceased to serve in the capacity by reason of which the Person was indemnified under this Section with respect to matters arising during the period the Person served in such capacity, and shall inure to the benefit of the heirs, executors, and administrators of such a Person.

9.4 Advancement of Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Member or officer in defending any claim, demand, action, suit or proceeding (including court costs and attorneys' fees) may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Person to repay such amount if it shall be determined that the Person is not entitled to be indemnified as authorized in Section 9.3 hereof. Notwithstanding any other provision of this Article, the Company may pay or reimburse expenses incurred by a Member or officer in connection with its, his or her appearance as a witness or other participation in a proceeding at a time when the Member or officer is not named a defendant or respondent in the proceeding.

9.5 Insurance. The Company may purchase and maintain insurance on behalf of Members, officers, agents, and employees against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company, regardless

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of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

9.6 Applicability to Strict Liability or Negligence. THE PROVISIONS IN THIS ARTICLE IX SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS, AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING THE BENEFIT OF THE PROVISIONS IN THIS ARTICLE IX.

9.7 Effect of Amendment. No amendment, modification, or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Member or officer to be indemnified by the Company, nor the obligation of the Company to indemnify any such Person, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Amendments. This Company Agreement may be amended, modified, supplemented or canceled only in writing and with the approval of the Member.

10.2 Company Property. All property, whether real, personal or mixed, tangible or intangible, and wherever located, contributed by the Member to the Company or acquired by the Company shall be the property of the Company. All files, documents, and records shall be the property of the Company and shall remain in the possession of the Company.

10.3 Successors. This Company Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Member and its legal representatives, heirs, successors, and assigns, except as expressly herein otherwise provided.

10.4 Governing Law. This Company Agreement shall be governed, construed and enforced in conformity with the laws of the State of Texas.

10.5 Notices. All notices, offers, or other communications required or permitted to be given pursuant to this Company Agreement shall be in writing and shall be considered as properly given or made, if mailed, five (5) business days after mailing from within the United States by first class United States mail, postage prepaid, return receipt requested, or if by personal delivery, when delivered in person to the address of the recipient's principal place of business.

10.6 Execution. This Company Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. An email, facsimile

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or similar transmission by a Person or reproduction of a writing that was signed by the Person shall be regarded as signed by the Person for the purposes of this Company Agreement.

10.7 Entire Agreement. This Company Agreement contains the entire understanding of the Members and supersedes any prior understandings respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Company Agreement which are not fully expressed herein.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned Member has signed and adopted this
Company Agreement as of the date first above written.

SOLE MEMBER:

AD PARTNERSHIP HOLDINGS, INC.

By: Cedric Callins
Cedric Callins, Treasurer

Signature Page to Company Agreement AD Partnership, LLC

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SCHEDULE A
PERCENTAGE INTERESTS

Sole Initial Member:	Consideration	Percentage Interest
AD Partnership Holdings, Inc.	\$1	<u>100%</u>
Total:		100%

Schedule A to Company Agreement of AD Partnership, LLC

Our leadership team

Airport Dimensions' leadership team brings over 25 years of relevant industry experience. Its senior management team has worked in key leadership positions within airlines, airline lounges, hotels, restaurants, and travel marketing. Under this leadership, Airport Dimensions has an impressive record of revenue growth. Since its beginnings in 2006, Airport Dimensions has enjoyed tremendous growth, recently acquiring the No. 1 lounge network and partnering with Ambaar in South America. Integrity is of the utmost importance to all of us at Airport Dimensions, and we are proud that our company has never defaulted on any contract.

Airport Dimensions Americas has a staff of 32 who work out of the DFW office located at 5217 Tennyson Pkwy #100, Plano, TX 75024. Office Administrator: Francine Willard, francine.willard@airportdimensions.com



Nancy J. Knipp | President, Airport Dimensions

Nancy is an accomplished senior executive with an outstanding track record of driving high-level guest services in the airline industry. She possesses extensive expertise in financial management, including P&L, international business, strategic planning, and improving the guest experience.



Chris Gwilliam | Vice President, Global Business Development, Airport Dimensions

A highly efficient and motivating leader, Chris is responsible for continually strengthening Airport Dimensions' competitive position and identifying strategic partnerships that support revenue growth and network expansion. With a career spanning over 20 years of strategic business development and multisite operations management, his experience ensures business growth is achieved through a partnering approach with transparent communication. Chris has overseen lease executions with multiple large hub airports, such as SFO, BOS, LGA, SEA, JFK, SAN, and CLT.



Charlotte Jensen | Chief Experience Officer, Airport Dimensions

Charlotte's experience encompasses executive-level hospitality and facility management running large teams in global airport terminals, airport lounges in major hubs across the globe, in-flight catering, and on-site aircraft support teams. Charlotte's strategic leadership style is open and inclusive while delivering transparent and direct communication internally and externally.



Laura Banse | Director of Global Facility Development, Airport Dimensions

As an aviation professional with over 20 years of American Airlines experience spanning airport construction, technology, and lounge facility management, Laura has worked in large airport hubs in CLT, DFW, LAX, MIA, ORD, and PHL. Laura oversees all aspects of the design and construction project, from capital investment to final facility delivery.



James Zackey | Director of Marketing, Airport Dimensions

James manages the company's advertising, marketing, and PR efforts for the Americas. During his 24-year career with American Airlines, James was responsible for advertising, marketing communications, loyalty marketing, commercial sales, and American's broadcast advertising in films such as *Up in the Air*.



Christiaan Bovard | Director of Construction Project Management, Airport Dimensions

In his most recent role at American Airlines, Christiaan oversaw the construction of 20-plus Admirals Club lounges for the Global Marketing department. He is committed to working closely with the A/E teams, vendors, and operation teams to ensure all project objectives are met while focusing on creating spaces that enhance the customer experience.



Carol Thiel | Director of Finance, Airport Dimensions

As an accounting and finance professional with over 20 years of experience in diverse industries such as public accounting, airline, digital commerce, manufacturing, media, and information technology, Carol is a Certified Public Accountant who brings expertise in operational finance, strategic planning, and financial analysis.



Sam Sadeddin | Contract and Governance Manager, Airport Dimensions

Sam utilizes his expertise in the contracts governance process to contribute value to Airport Dimensions by advising on compliance, ACDBE matters, and general contract governance. He primarily manages contracts and reviews, drafts, and negotiates agreements with a strong suit in corporate governance and contract management.

JPMorgan Chase lounge partnership team

Listed below are the key contacts who will support and collaborate with the Airport Dimensions team on behalf of JPMorgan Chase.



Dana Pouwels | Managing Director, Lounge General Manager

Dana has over 20 years of experience across financial services, strategic partnerships, marketing and retail operations. She is currently the Sapphire Lounge General Manager and Head of Sapphire Partner Benefits. In these roles she leads strategic partnership management for Chase Cards, including the Chase / Airport Dimensions relationship, and is responsible for the Chase go-to-market strategy for the Chase Sapphire Lounge by The Club. Prior to joining Chase, Dana held a various leadership roles at American Express across the Merchant Services, Digital and Consumer businesses. Her prior experience also includes global general management roles with multi-national retailers.



John Veltri | Executive Director, Business Development and Strategic Partnerships

John has 20 years of experience and industry knowledge across partnerships, marketing, and business development in both the travel and financial services sectors. At Chase, he leads the growth and partnership strategy for the Sapphire Lounge network and evolution of the travel experience for premium cardmembers. Prior to joining the firm, he held leadership roles at American Express in consumer products and benefits.

Operations support team

The operation is supported on a day-to-day basis by the below key positions and personnel.



Kamal Ahmed | Director of Operations, Partnerships

Kamal Ahmed oversees the operational oversight of the Chase Sapphire Lounge by The Club network. Based in NYC, Kamal brings to Airport Dimensions 20+ years of experience in the airport, hotel, restaurant, and F&B industries. Kamal began his career in Hospitality in 2001 as a General Manager with the famed Batali & Bastianich Hospitality Group. From there, Kamal continued his upward progression into larger leadership roles as F&B Director and Operations Manager for groups, such as 21 Club NYC, W Hotels, Arlo Hotels, and Airport Master Concessionaire OTG.



Peter Zilper | Vice President of Operations, Sodexo Live!

Peter is a proven and innovative hospitality leader who brings tremendous industry experience and expertise bolstered by an extensive background in operations, marketing, sales, and culinary innovation. He is responsible for leading Sodexo's operations team, culinary development, and ACA teams by setting strategic direction and driving operational excellence that enhances the experience for airline lounge guests. Prior to joining Sodexo, he most recently served as a Vice President of Operations, representing \$140+ million of managed revenue and over 100 prestigious corporate clients.



Kiran Ahmad | Regional Operations Manager, Hyde Park Hospitality

Kiran has a 10-year background in the food industry, where she's held various positions in supervision, manufacturing, engineering, and project management. She specializes in management operations, overseeing both union and nonunion workforces in centralized kitchen sites and airport lounges spread across multiunit sites throughout the country. Kiran currently oversees and supports Airport Lounge operations and staffing at six lounges across the country. She works seamlessly with Airport Dimensions to provide excellent service to guests who visit The Club lounges.

Management underpinned with a dedicated client management professional

The client manager is the primary point of contact for all existing airline and airport partnerships. The client manager maintains an open dialogue of communication to the airlines and airports and manages and facilitates all account-related queries and requests, ranging from menu alterations to guest satisfaction management, ultimately ensuring that all terms of our lease agreement are met. The client manager is also responsible for leading Airport Dimensions' annual 360° Review process, which provides an in-depth review of The Club's performance and future improvement initiatives.



Ashley Autrey | Senior Client Manager, Airport Dimensions

Ashley has over 18 years of experience in client engagement, management, and hospitality services. She manages existing client relationships extending across various airports and airlines. In her former position as director of client success, Ashley led a team of client success managers responsible for managing an extensive portfolio of enterprise-level relationships around the globe.

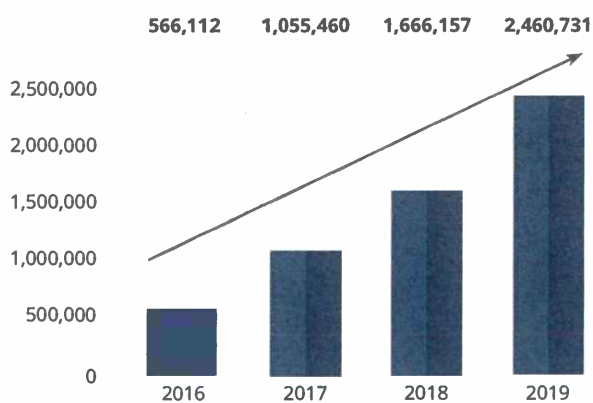
The United States' leading shared-use lounge operator

Airport Dimensions has a rapidly growing network of more than 50 locations at the world's leading airports across the United States, United Kingdom, Middle East, and Brazil. We have 16 years of experience in U.S. airports and have designed, built, and successfully operated more lounges than any other shared-use lounge provider.

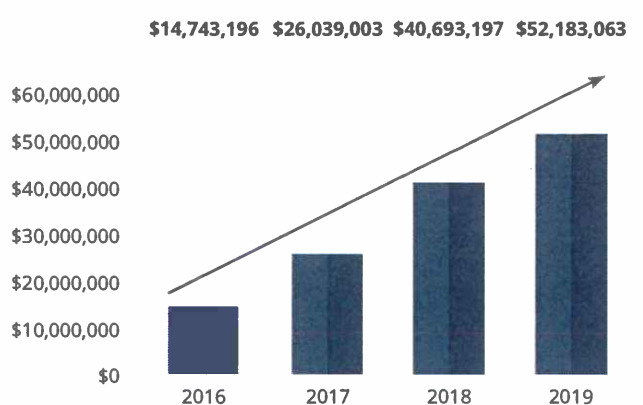
Unmatched guest volume and revenue growth across our club network

Airport Dimensions has a proven track record of delivering exceptional year-over-year sales growth. Guest volumes have grown by 435% and gross revenues by 354% from 2016 to 2019. This is a testament to our ever-growing lounge network and the strength of our relationship with both Priority Pass™ and our airline partners. Priority Pass continues to be the world's largest and most prestigious lounge access program with a global customer audience of over 20 million members.

Guest volume growth



Revenue growth



We work directly with leading airports across the globe

Our wealth of experience in delivering excellence to large hub airports sets us apart as experts in airport relationship management and contract compliance.

bostonlogan

BWI
BALTIMORE/WASHINGTON
INTERNATIONAL
Thurgood Marshall
AIRPORT

CVG

CLT
CHARLOTTE DOUGLAS
INTERNATIONAL AIRPORT

DFW DALLAS
FORT WORTH
INTERNATIONAL
AIRPORT

YOUR LONDON AIRPORT
Gatwick

Hartsfield-Jackson
Atlanta International Airport

Heathrow

LAS

Louis Armstrong New Orleans
International Airport

ORLANDO
INTERNATIONAL
AIRPORT MCO

PITTSBURGH
INTERNATIONAL AIRPORT

Port of Seattle

SFO

BORMAN Y. MINETA
SAN JOSE
INTERNATIONAL
AIRPORT
SILICON VALLEY'S AIRPORT

Delivering a premium lounge experience to the world's leading airlines

Airport Dimensions, together with our lounge management partner, Sodexo Live!, delivers award-winning lounge experiences to the world's most discerning airline guests. Airport Dimensions' proprietary lounges provide a premium lounge experience in many markets where an airline may not have its own lounge, while Sodexo Live! operates lounges on behalf of many of the world's leading airlines.

Aer Lingus 

 AEROMEXICO

AIRFRANCE 

 AIR CHINA

Alaska
AIRLINES

ANA 

American Airlines 

ASIANA AIRLINES 

BRITISH AIRWAYS 

 CATHAY PACIFIC

 Condor

 DELTA

 edelweiss

 Emirates®

EVA AIR 

 HAINAN
AIRLINES

ICELANDAIR 

KOREAN AIR

 LATAM
AIRLINES

 Lufthansa

QATAR
AIRWAYS 

TP AIRPORTUGAL

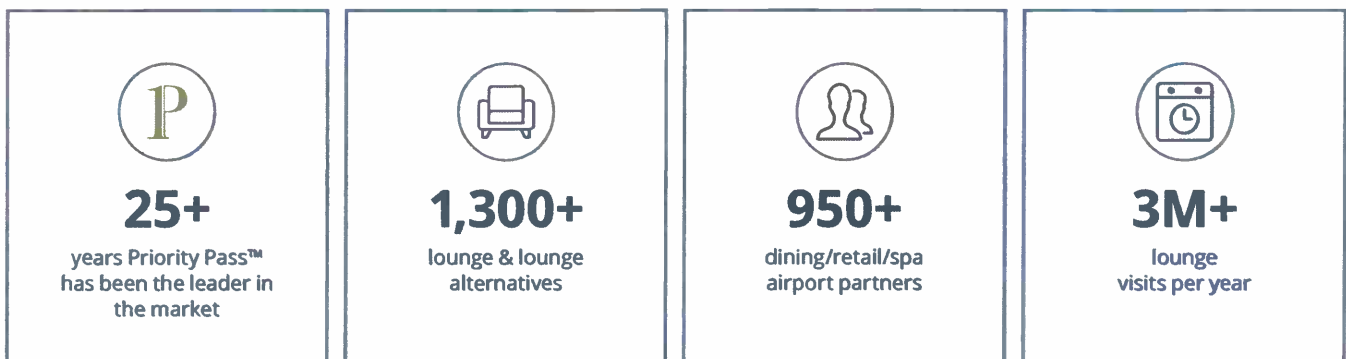
 TURKISH
AIRLINES

UNITED 

virgin atlantic 

Our parent company, Collinson, is an established leader in the travel experience sector

Collinson International Ltd. has over 2,000 employees and serves over 800 clients across the globe. They are the creators and owners of the Priority Pass™ lounge membership program, which provides Airport Dimensions with a unique competitive advantage. We are the only lounge operator with guaranteed access to the Priority Pass™ membership base.



JPMorgan Chase: A leader in financial services and travel and lifestyle industries

As the largest financial services institution in the United States, JPMorgan Chase is unmatched in strength, stability, and scale, while its products, services, and guidance help customers live their best lives.

Travel is at the core of our credit card business and we have made significant investments in building unique travel offerings for customers. With two recent acquisitions—cxLoyalty and Frosch—Chase customers can now book travel directly with us as well as enjoy concierge services. We are well on our way to becoming a top five consumer travel agency.

CHASE 



#1 credit card issuer in the U.S.



Serves more than 66M households in the U.S.



Top 5 consumer travel provider*



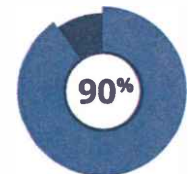
Presence in more than 60 countries



Serves more than 4M U.S. small businesses



#1 private bank in North America



90% of Fortune 500 companies do business with us

Investing locally and globally

With our strong capital position, we're able to invest for the long term and are committed to our customers and the communities in good times and bad. Our donations total more than **\$350 million** to local and global nonprofit organizations annually, and we've pledged **\$30 billion** over five years to address racial inequality and drivers of systemic racism.

JPMorgan Chase also invests heavily in digital capabilities while maintaining a physical presence with almost **5,000 branches** for face-to-face customer care. We have more than 270,000 employees worldwide, with more than **4,000 employees in the Greater Los Angeles area**.

A top 10 most admired brand

Additionally, JPMorgan Chase was named one of **Fortune magazine's top 10 most admired brands in the world four years in a row**, the only firm in its industry to make the list; and J.D. Power perennially awards the company top honors in customer satisfaction across many business lines.

*Based on 2021 sales volumes

Industry-leading team of experts

Listed below are our key strategic partners, who will deliver an exceptional lounge experience for the Los Angeles International Airport under the guidance of Airport Dimensions' leadership team.

CORGAN

Corgan is a top five airport terminal architectural firm with 65 years in the aviation industry

- Worked for, or at, all 50 of the top 50 United States airports
- Designed over 30 lounges in 22 different airports, including the Centurion Lounge, British Airways, American Airlines, Delta Air Lines, and United Airlines
- **LAWA Projects**
 - 2016 T2 FIS Refurbishment
 - 2016 Bradley West T4 Connector
 - 2022 West Gates at TBIT
- **Airline Projects**
 - 2015 Delta—T5 SkyClub Lounge
 - 2015 Delta—T5 Delta One Lounge
- **Concession Projects**
 - Corgan's concessions development projects included redesigning the Food Court in T1 and the concessions programs in T3 & T6 in partnership with Westfield. Corgan also designed many of the new concessions in TBIT West, including LA Confidential, AMERICA!, Pier Provisions, AllSaints and many more.

ICRAVE

ICRAVE is an award-winning interiors and strategy firm with projects in the airport, healthcare, hospitality and entertainment industries, operating out of New York and Miami

- Interior Design's Top 200 Giants, 2022, and *Fast Company's* 4th Most Innovative Company in the architecture sector, 2018
- Through innovative design solutions and cutting-edge technology, ICRAVE continues to reinvent the gate hold experience and turn passenger wait times into measurable revenue streams for operators.
- With a focus on reducing travelers' anxiety, ICRAVE aims to capture—both in food and design—the local spirit of the city in which the airport is located to create engaging environments
- Successfully designed 100+ food and beverage concepts and 20+ retail spaces at more than 15 terminals, including:
 - DCA Terminal A
 - JFK JetBlue T5
 - LGA Delta Terminals C and D
 - MSY F and B Program and Retail Concession Program



Sodexo Live! is a Fortune Global 500 company managing over 32,000 hospitality locations worldwide

- Operates over 140 airport lounges worldwide, including Emirates, Virgin Atlantic, United, the Centurion Lounge, Delta Air Lines, Cathay Pacific, British Airways, American Airlines, Lufthansa, and many more
- Successfully operates 16 Airport Dimensions locations—a proven partner
- Has a significant presence in the Los Angeles area and provides a variety of hospitality and facilities maintenance services to over 80 clients in various sectors of business, which include: Airport Lounges, Convention Centers, Entertainment Venues, Corporate Headquarters, Healthcare Facilities, Schools and Universities, and more. Some key client accounts include Disneyland, UCLA Medical Center, Honda Corporate HQ, AT&T, Fannie Mae, Loyola Law School, and CBRE Group.
- The current provider of airport lounge services at Los Angeles International Airport to the American Express Centurion Lounge and Star Alliance Lounge





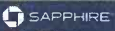



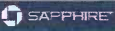
HYDE PARK HOSPITALITY

Hyde Park Hospitality is an ACDBE-certified services provider in 17 market locations, including California

- Successfully operates staffing services in 12 Airport Dimensions locations, including Norman Y. Mineta Airport, San Jose (SJC)
- Award-winning operator in DFW, DEN, and EWR
- Operates food and beverage concessions at LAX Terminals 7 and 8 in a joint venture partnership with HMSHost

Airport Dimensions' lounge network information

The table below shows all existing and confirmed Airport Dimensions pipeline locations across the globe, along with the opening dates, size of the lounge, and 2019 revenues where applicable. All of these locations are shared-use lounges providing a wide range of facilities and amenities, including complimentary food and beverage services (breakfast and all-day dining), comfortable lounge seating, business facilities, meeting facilities, rest facilities, wellness facilities, a selection of national and international newspapers and magazines, complimentary Wi-Fi, bathrooms, and shower facilities.

	Location	Date opened	Size (ft ²)	Total 2019 revenue
ATL	Hartsfield-Jackson Atlanta International Airport	April 2013	7,257	\$7,082,732
BOS	Boston Logan International Airport			
	Terminal B to C Connector** 	March 2023*	11,542	\$-
	Terminal C	January 2016	4,824	\$4,259,916
BUF	Buffalo Niagara International Airport	September 2019	2,811	\$455,028
BWI	Baltimore/Washington International Thurgood Marshall Airport	May 2017	2,196	\$2,814,230
CHS	Charleston International Airport	July 2019	4,164	\$814,791
CLE	Cleveland Hopkins International Airport	September 2021	1,950	\$-
CLT	Charlotte Douglas International Airport	April 2022	4,730	\$-
CVG	Cincinnati/Northern Kentucky International Airport	November 2014	1,904	\$1,305,017
DFW	Dallas/Fort Worth International Airport	April 2006	2,825	\$4,190,575
HKG	Hong Kong International Airport** 	October 2022*	11,948	\$-
JAX	Jacksonville International Airport	May 2019	2,725	\$1,173,233
LAS	Las Vegas McCarran International Airport			
	Terminal 3	June 2011	6,153	\$4,220,946
	Terminal 1D Gates	June 2011	7,054	\$3,884,891
	Terminal 1C Gates** 	TBA*	TBA	\$-
LHR	London Heathrow Airport			
	Terminal 3	November 2016	4,413	\$-
	Terminal 5	April 2015	4,489	\$-
LGA	LaGuardia International Airport** 	April 2023*	16,400	\$-
LGW	Gatwick Airport			
	North Terminal	June 2018	4,402	\$-
	South Terminal	September 2019	4,359	\$-
MCO	Orlando International Airport			
	Airside 4	November 2015	8,133	\$5,189,655
	Airside 1	March 2017	3,220	\$4,607,166
MIA	Miami International Airport	November 2019	6,474	\$317,711
MSY	Louis Armstrong New Orleans International Airport	January 2020	4,744	\$-
PHL	Philadelphia International Airport** 	TBA	20,000	\$-
PHX	Phoenix Sky Harbor International Airport** 	TBA	TBA	\$-
PIT	Pittsburgh International Airport	June 2017	4,657	\$2,859,264
SAN	San Diego International Airport** 	November 2023*	TBA	\$-
SEA	Seattle-Tacoma International Airport			
	South Satellite	April 2015	4,111	\$-
	Concourse A	April 2015	4,868	\$-
SFO	San Francisco International Airport	August 2023*	11,549	\$-
SJC	Norman Y. Mineta San Jose International Airport			
	Gate A15	January 2013	7,101	\$5,624,384
	Gate A8	October 2019	3,977	\$539,838

* Tentative opening date, **LAX Sapphire Lounges by The Club

Lounge project case study—Charlotte Douglas International Airport

Project summary

Following a competitive RFP process, Airport Dimensions won the award to design, construct, and operate a 4,730-square-foot shared-use lounge in the Concourse A expansion of the terminal. Previously, the lounge area was non-revenue-generating and underutilized as a common seating area.

The Club CLT opened in April 2022 and is a warm and welcoming private space that reflects the rich history and culture of Charlotte, while also providing travelers with famous Southern charm.

Designed by award-winning architects at Corgan, the lounge provides an immersive experience from start to finish, transporting travelers from the hustle and bustle of the airport to a relaxing space exquisitely decorated in deep jewel tones and featuring super-comfortable furnishings. Upon entering the lounge, guests are welcomed to the warmth of Southern hospitality, from the inviting porch swing to a menu serving local specialties. The Club CLT also incorporates the best aspects of local art and culture to further enrich a traveler's journey and create a real sense of place.



Lounge amenities:

- Full-service bar
- Breakfast and all-day dining menu
- Digital QR code food and beverage ordering, featuring locally-sourced items
- Privacy booths
- Privacy chairs
- Family room
- Showers and restrooms
- Beverage centers
- Digital media service
- Power outlets
- Resting area
- High-speed Wi-Fi
- Local artwork

Guest access:

In addition to welcoming Priority Pass members and Day Pass guests, the lounge proudly serves Lufthansa's Business and First Class guests.

Design and construction

Lease execution took place in August 2020. Full design commenced in October 2020 and was completed in April 2021. Construction began in June 2021 and lasted 10 months. We opened the lounge on March 30, 2022. The construction period was during the height of the COVID-19 pandemic, resulting in delays of four months due to pandemic-related supply chain interruptions.

Lounge project case study—Louis Armstrong New Orleans International Airport

Project summary

Airport Dimensions was successfully selected by the New Orleans Aviation Board to provide the shared-use lounge for its stunning new terminal. At 4,170 square feet, the lounge space is in a brand-new terminal infrastructure project requiring significant base build and schedule coordination.



Lounge amenities:

- Full-service bar
- Breakfast and all-day dining menu
- Digital QR code food and beverage ordering, featuring locally-sourced items
- Digital media service
- Privacy booths
- Privacy chairs
- Shower and restrooms
- Beverage centers
- Power outlets
- Resting area
- High-speed Wi-Fi
- Local artwork

Guest access:

In addition to welcoming Priority Pass members and Day Pass guests, the lounge proudly serves British Airways Business and First guests.

Design and construction

Lease execution took place in July 2019. Design of The Club MSY commenced in January 2019 and was completed in May 2019. Construction began in August 2019 and lasted a period of six months. We opened the lounge in January 2020. Our construction period experienced delays of two months due to delays resulting from the new terminal infrastructure project.

Lounge project case study—Cleveland Hopkins International Airport

Project summary

Airport Dimensions won the award to develop a 2,000-square-foot shared-use lounge by airport concessions developer, Fraport USA, following the submission of an RFI proposal.

The Club CLE launched in a joint-venture partnership with local ACDBE, FLÖH Vodka. FLÖH has created a handcrafted, small-batch, gluten-free, allergen-free, and kosher-certified vodka made from the finest American corn and pure Oregon water. The Club CLE guests can unwind at the stylish FLÖH-branded bar, which serves a full drink menu, featuring FLÖH Vodka cocktails.



Lounge amenities:

- Full-service bar
- Breakfast and all-day dining menu
- Digital QR code food and beverage ordering, featuring locally-sourced items
- Digital media service
- Privacy booths
- Privacy chairs
- Restroom
- Beverage centers
- Power outlets
- Resting area
- High-speed Wi-Fi
- Local artwork

Guest access:

The lounge welcomes members of Priority Pass and is accessible for all travelers flying through CLE through the purchase of a Day Pass either online or at the door.

Design and construction

The Club CLE design was completed in a period of five months. Construction commenced in March 2021 and lasted a period of seven months. We opened the lounge in September 2021. Our construction period was during the height of the COVID-19 pandemic, resulting in delays of approximately two months due to supply chain interruptions and social distancing restrictions that limited amounts of personnel on the job site.

Brendon Washburn, The Club CLT—Reference Letter

ATTACHMENT C**Business Reference Form**Reference Name: Brendon WashburnTitle: Concessions Contract specialistAddress: 5501 Josh Birmingham Pkwy
Charlotte, NC 28208Telephone: 704.589.5368 Fax: _____Email Address: Brendon.Washburn@cltairport.comBusiness Relationship: Airport Dimensions have an active lease
with CLT airport to operate 'The Club CLT'. Our location opened
in April 2022 and our lease is on a 10-year term

The foregoing information is being submitted to the City of Los Angeles, Department of Airports (also known as Los Angeles World Airports) ("LAWA") as part of the Request for Proposals for Common Use Lounge Operator at Tom Bradley International Terminal Gateway at Los Angeles International Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes LAWA, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: 8/3/2022AIRPORT DIMENSIONS

(Name of Proposer)

By: 

(Principal/Owner)

Tina LaForte, The Club CLE—Reference Letter

ATTACHMENT C**Business Reference Form**

Reference Name: Tina LaForte
 Title: Vice President, Cleveland - Fraport USA
 Address: Fraport Cleveland Inc, CLE - Concourse B
5300 Riverside dr. Cleveland, OH 44135
 Telephone: 216-265-0722 Fax: 216-265-1615
 Email Address: t_laforte@fraport-usa.com
 Business Relationship: Airport Dimensions have a lease with Fraport
to operate 'The Club CLE'. Our lease was executed in
2020 and runs through September 2028.

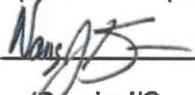
The foregoing information is being submitted to the City of Los Angeles, Department of Airports (also known as Los Angeles World Airports) ("LAWA") as part of the Request for Proposals for Common Use Lounge Operator at Tom Bradley International Terminal Gateway at Los Angeles International Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes LAWA, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: 7/25/22

AD Partnership LLC

(Name of Proposer)

By: _____


 (Principal/Owner)

Kevin Lemmons, The Club DFW—Reference Letter

ATTACHMENT CBusiness Reference Form

Reference Name: Kevin Lemmons
 Title: Assistant Vice President of Concessions, DFW
 Address: Dallas Fort Worth International Airport
PO Box 619428, TX 75261
 Telephone: 972-973-4822 Fax: 972-973-4821
 Email Address: Klemmons@dfwairport.com
 Business Relationship: Airport Dimensions have a lease with
DFW Airport to operate 'The Club DFW'. Our relationship commenced
in 2006 and our current lease runs through October 2027.

The foregoing information is being submitted to the City of Los Angeles, Department of Airports (also known as Los Angeles World Airports) ("LAWA") as part of the Request for Proposals for Common Use Lounge Operator at Tom Bradley International Terminal Gateway at Los Angeles International Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes LAWA, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: 7/25/22AD Partnership LLC

(Name of Proposer)

By: _____

(Principal/Owner)

Jeff Moken, The Club SEA—Reference Letter

ATTACHMENT C**Business Reference Form**Reference Name: Jeff MokenTitle: Interim Director of Aviation Business and PropertiesAddress: Seattle Tacoma International Airport
PO Box 68727, Seattle, WA 98168Telephone: 206-512-4985 Fax: 206-787-4895Email Address: Moken.J@portseattle.orgBusiness Relationship: Airport Dimensions are contracted to manage
two 'Club SEA' lounge locations in Seattle International Airport.Our contract began in 2015, was renewed in 2019 and runs to October 2025.

The foregoing information is being submitted to the City of Los Angeles, Department of Airports (also known as Los Angeles World Airports) ("LAWA") as part of the Request for Proposals for Common Use Lounge Operator at Tom Bradley International Terminal Gateway at Los Angeles International Airport. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes LAWA, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: 7/25/22AD Partnership LLC

(Name of Proposer)

By: _____

(Principal/Owner)

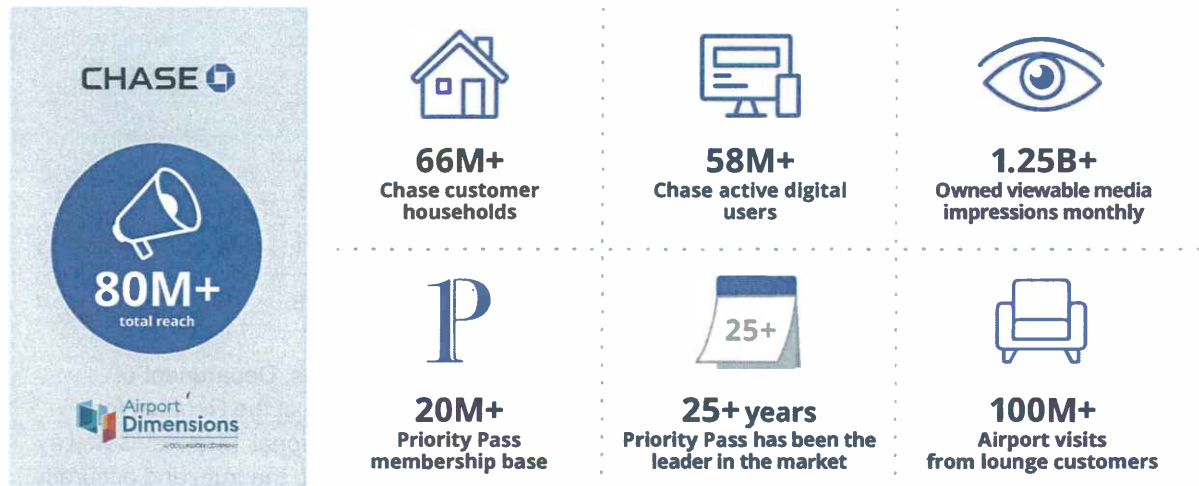
Business development and marketing plan overview

JPMorgan Chase combines unmatched strength, stability, and scale

Operating under the Chase and J.P. Morgan brands, JPMorgan Chase is the leading financial services firm in the United States. As the #1 credit card issuer in the U.S., reaching more than 60 million American households, JPMorgan Chase will leverage its omnichannel marketing platforms to engage a broad customer base across multiple touchpoints.

Airport Dimensions + Priority Pass™ provides a unique competitive advantage

Priority Pass is the world's largest lounge customer audience of over 20 million members and growing. Priority Pass is fully owned and managed by Collinson Group, the parent company of Airport Dimensions. The LAX Sapphire Lounge by The Club will offer access to this global customer base.



JPMorgan Chase media and marketing reach includes

- **A nationwide network that delivers 45 million digital impressions** monthly through ATM messaging and **4 million more through branch locations**
- Media and PR amplification through **signature sponsorships and partnerships** with renowned brands and venues worldwide, including the **US Open, Madison Square Garden, and Chase Center.**
- **Chase Sapphire has a long history of bringing unique experiences to customers through events and activations:**
 - Chase Sapphire is the official credit card of the **Sundance Film Festival**, and in 2023 we are proud to be supporting the Festival for the **13th consecutive year.**
 - In 2019, Sapphire held over **50+ dining events and activations in 15 cities with over 2,600 attendees.**
 - Activations and event benefits for cardmembers at key cultural events such as Boston Calling, Outside Lands, the PGA Championship, and more.

LAX advertising—our commitment to combined success

To further drive success of the LAX Sapphire Lounge by The Club we will commit to a total term investment of \$5M into LAWA's advertising program. On award, we will work with LAWA's contracted advertising provider to build a program of dynamic advertising that will ensure the continued acquisition and growth of our membership audience in addition to providing awareness to the LAX Sapphire Lounge by The Club. We have included illustrative examples of our advertising campaign in the Appendix.

Lounge monetization—customer segmentation and breakdown of revenue sources

Our lounge will serve diverse customer segments, that when combined, represent the largest and savviest lounge audience in the U.S. Our access policy ensures we provide the ability for any traveler to enter the lounge no matter what airline or class of service they are flying. Our value proposition is driven by a premium lounge product based on a frictionless guest satisfaction philosophy that means once inside, everything is complimentary.

1. Chase Customers

Chase offers unmatched nationwide customer reach, serving more than half of all U.S. households and is uniquely positioned to drive awareness and utilization of the LAX Sapphire Lounge by The Club. As the number one issuer of credit cards, we offer a leading portfolio of products for a wide range of consumers, small businesses, and corporate customers. Additionally, Chase's presence in the Greater Los Angeles area is significant with more than 266 local branches, 1,300+ Chase ATMs, and **Chase credit and debit customers accounting for more than 14% of total enplanements at LAX.**

Over the past decade, Chase has built one of the most coveted brands in the card industry—Chase Sapphire. Chase Sapphire Reserve first debuted in 2016, establishing itself as a premier travel and lifestyle credit card, earning near-cult status and industry accolades, including three consecutive wins from one of the most influential credit card press, The Points Guy. The value Sapphire provides goes far beyond earning points, with partnerships, benefits, and experiences that speak directly to cardmembers' passions. Travel forms a fundamental part of their identity, and **Sapphire cardmembers are 7.3 times more likely to travel internationally and 2.6 times more likely to travel domestically than non-Sapphire debit and credit customers.** The LAX Sapphire Lounge by The Club will be designed not only to elevate their journey, but also appeal to their desire for memorable experiences that span the extraordinary to the everyday.



2. Priority Pass and affiliates

As the sister company to Priority Pass, Airport Dimensions has a direct relationship with the world's largest lounge access membership provider. Airport Dimensions is the only lounge operator with guaranteed entry into the Priority Pass lounge network. As a result, The Club network by Airport Dimensions welcomes over 2 million Priority Pass lounge visits annually. A letter of commitment from Collinson's Vice President of Partnerships is included in the Appendix. The letter demonstrates the exclusive Priority Pass access that we can offer.

3. Advance bookings and walk-up day passes

Access to our lounge can be a spontaneous in-the-moment decision with same-day access administered at the concierge desk. It can also be an intentional planned part of the journey by pre-booking through our digital channels. The Priority Pass website provides the ability for pre-booking access, and we have the capability to provide API access to a 3rd party, including via LAWA's channels or other providers through our Lounge Pass™ digital product. Chase's 58M+ active digital users can also be engaged in contextually relevant moments to drive lounge utilization, including through the Chase Mobile® app or while booking their next trip on the Chase Travel portal.

Our day pass pricing of \$75 per guest reflects a strong value proposition in comparison to the airline and premium lounge segment, many of which do not even provide access to nonmembers and/or in addition to access fees charge full retail prices for premium food and beverage items.

4. Ancillary revenue streams

Our philosophy is to provide an environment that is a relaxing, stress-free pre-flight experience away from the hustle and bustle of the busy concourse. All lounge services and amenities are therefore provided on a complimentary basis. Our complimentary approach provides a seamless, accessible, and fast experience that will drive guest satisfaction.

We can, however, explore ways to drive incremental revenue to LAWA, an example of which is through our in-lounge, digital duty-free platform. Airport Dimensions is an investment partner with Inflyter, the leading provider of airport digital duty-free retail, which offers the ability for guests to seamlessly connect to an online catalogue of duty-free products that can be delivered direct to their boarding gate or to their home or U.S. destination.

Customer engagement, social media, and special events

In addition to captivating experiences, Chase delivers rich thought leadership content across events, webcasts, podcasts, and online channels and is positioned as a trusted source in finance, travel, and dining.

- In 2021, Chase acquired the popular restaurant discovery platform, **The Infatuation**. With this acquisition, Chase is integrating The Infatuation through bespoke experiences and content as a trusted authority in dining recommendations, encouraging customers to connect to food experiences they crave.
- Chase also has an existing relationship with **AFAR Media**, the leading media brand for the modern traveler, firmly positioning Chase Sapphire as the go-to thought leader for lifestyle and travel.

Social reach via @chase Instagram with over 240k followers, and @chasesapphire which launched summer of 2021 and has **over 28K followers and growing**.

Dining experiences

Sapphire Reserve cardmembers are driven by curiosity and human connection, which manifests in a love to travel and a desire to experience different cultures through cuisine. Thus, dining is a fundamental pillar of the Sapphire brand.

- **Sapphire Private Dining Series** offers cardmembers exclusive dining events in collaboration with renowned chefs, restaurateurs, mixologists, and farmers from across the country. Customers can browse and redeem Chase Ultimate Rewards® points for primetime reservations, takeout, or delivery.
 - Our Private Dining Events in LA in 2022 include: Redbird (3/31), Katsuya (7/28), Phenakite (8/24), N/Naka (11/10)
- **Reserved by SapphireSM** is a new program offering exclusive dining access, events, perks, and presales at participating restaurants across the country.

EEEEATSCON LA with The Infatuation

- From May 21–22, 2022, Sapphire was the presenting sponsor of The Infatuation's EEEEEATSCON LA (ECLA) Food Festival at the Barker Hangar in Santa Monica. ECLA is a food experience built in the spirit of a music festival, but with restaurants as the headliners. Over 7,000 attendees and 26 restaurants made up the event, showcasing restaurants and chefs from across the country. Sapphire offered unique benefits at the festival, including presale tickets, the opportunity to purchase a VIP wine tasting experience, and access to the Sapphire Lounge with complimentary food and beverage.

MACRO

- In March 2022, Sapphire sponsored the Pre-Oscars Party with MACRO, a celebration for all nominees of color. The MACROS Pre-Oscars Party has grown to be one of the most coveted invites during the Academy Awards week.
- Chase Sapphire was also the presenting sponsor of the MACRO Summer House which took place July 29-31 2022 at Lombardi House in LA. This event provided a unique opportunity to build community and advance culture. This three-day event brought together creators and tastemakers from the worlds of entertainment, visual arts, and business to join MACRO in a series of intimate conversations, performances, and panel discussions around image-making and culture creation.

Brand and partnership activations

Chase Sound Check

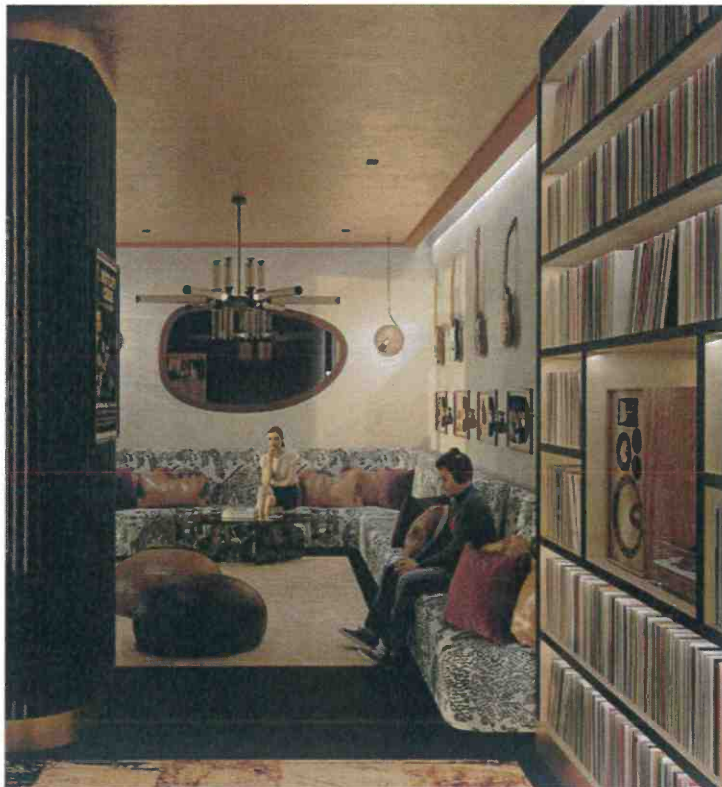
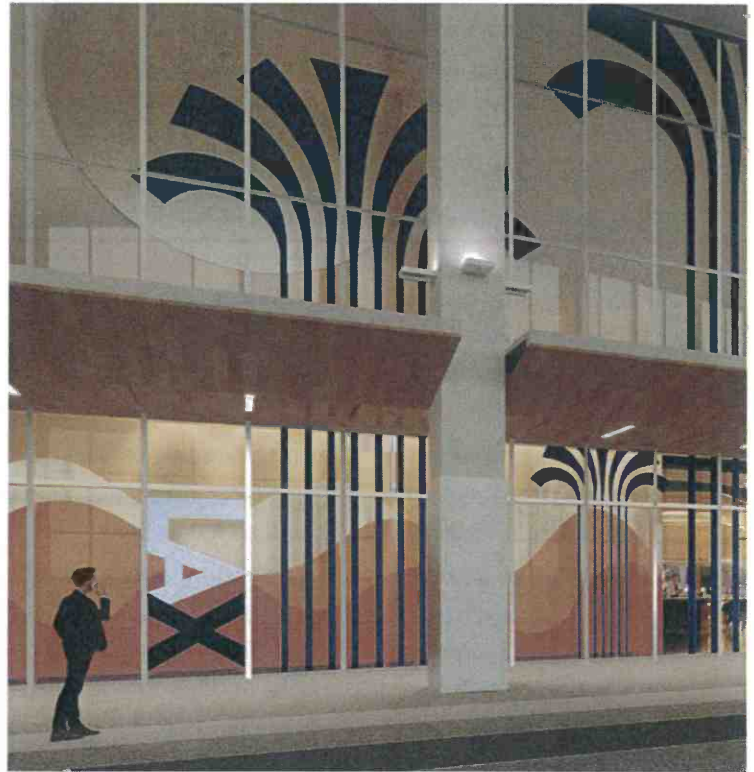
- In March 2021, Chase presented a Chase Sound Check with Miguel at the Highlight Room as an extension of the Madison Square Garden and TAO Group partnership. Three hundred Chase customers attended.



Welcome to the LAX Sapphire Lounge by The Club: Brand and visual identity overview

The LAX Sapphire Lounge by The Club embodies the spirit and culture of Los Angeles and will offer an elevated airport lounge experience that will be unique to LAX.

As travelers enter toward the satellite concourse, the entire facade will house a layered mural—commissioned by a local artist—that comes to life on both the external storefront glass and interior walls. The LAX logo is featured prominently on the glass, along with graphics that are aligned with the airport's visual identity. The distinctive entry and signage to the right will reflect Chase Sapphire Reserve—synonymous with authentic, meaningful experiences and thoughtful design—providing the cue for cardmembers to enter along with other travelers looking to relax and enjoy their last moments before departure.



Upon entry, guests will be invited to explore the different spaces in the lounge, where Hollywood charm and Art Deco glamour are woven into the experience through modern and fresh geometric lines, local art, and lush palms that together create an environment that is distinctly and exclusively Los Angeles. Programming will also embrace the vibrancy and creative spirit of LA, including the exciting Record Lounge, an archive record wall and listening experience that speaks to the striking musical legacy of the City of Angels.

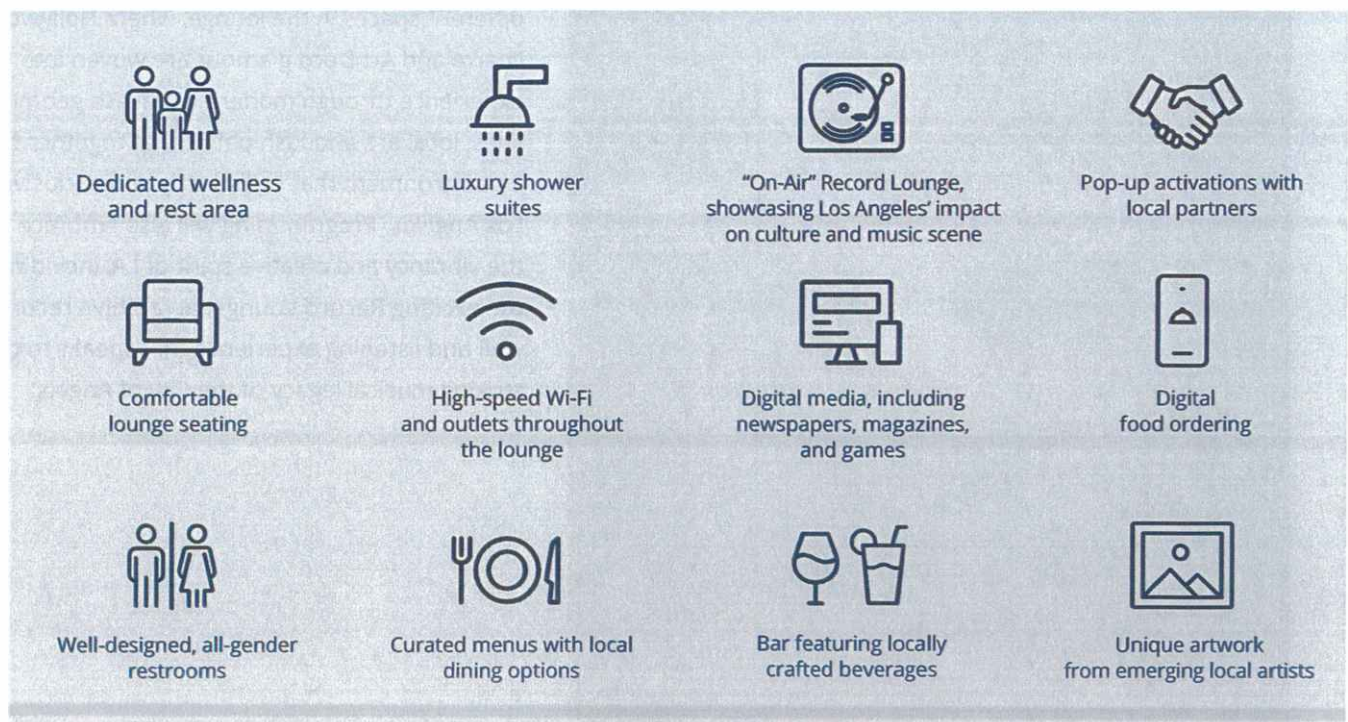
Concept highlights and amenity overview

Included below are the proposed services and best-in-class amenities that will make the Sapphire Lounge an experience like no other. In line with our philosophy of providing a strong and simple value proposition, once inside, all services and amenities are provided on a complimentary basis. Our service model provides guests the ability to order, book, and access services and amenities from the convenience of our digital platform. For those preferring a more personalized experience, concierge service is also provided for booking lounge amenities.

Lounge highlights

- **Locally inspired seasonal menus** provide an elevated food and beverage experience featuring mixologist-curated beer, wine, and cocktails.
- **Los Angeles-based brands and local businesses** from the best of Chase's relationships, The Infatuation's partners, and Sodexo's extensive roster.
- **Iconic design vision** with high-end materials and finishes that provides a world-class environment uniquely created for LAX.
- **Local art curated and commissioned** by established and up-and-coming artists
- **Diverse spaces and amenities** offer guests welcoming, comfortable areas for relaxation, quiet areas for productivity, and an iconic bar.
- **Innovative digital platform providing** a seamless and frictionless service model
- **Strategic partnerships with Sodexo**, the world's leading lounge management provider, and **Hyde Park Hospitality**, an award-winning ACDBE hospitality services provider, support best-in-class hospitality, and friendly service.
- **Focus on sustainability and environmental stewardship** achieved through our LEED Gold design standards, high ethical sourcing practices, and leading waste management programs.

Overview of lounge services and amenities



Local sourcing plan

The LAX Sapphire Lounge by The Club supports guests' curiosity and love of exploration by highlighting local flavors and experiences. Our ability to highlight these two will come from the strong relationships formed with local partners. Through local sourcing and partnerships with small and/or minority- or women-owned businesses, we will be able to bring the unique and signature appeal native to Los Angeles into the lounge experience and, in turn, introduce Los Angeles to our guests. This introduction will further encourage our guests to explore the city once they exit the lounge.

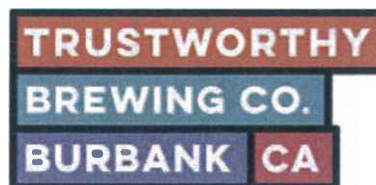
Lounge guests will delight in the opportunity to discover local purveyors. Potential partners include:



KOMBUCHADOG

PATRIA

THE SPIRIT GUILD
Los Angeles Distillers



A food and beverage experience that is decidedly Los Angeles

Curated culinary experiences are an essential component for the LAX Sapphire Lounge by The Club audience. The exclusive menu reflects our localized concept, featuring a focus on regional favorites with a contemporary twist. Fresh, natural ingredients will be sourced from the local Los Angeles region and identified in the menu alongside nutritional and allergen information.

Key elements of the dining experience include:

- Feature a hyper-local menu that is uniquely LA, in partnership with a local chef. Source the freshest possible ingredients from the Greater Los Angeles region to deliver a truly elevated dining experience.
- Spotlight local purveyors and locally grown ingredients.
- Enable guests to order menu items through our digital app.
- Appeal to a wide range of dietary preferences, including vegetarian, vegan, gluten-free, and more.

Food and beverage menu highlights

Below are a few examples to demonstrate both the premium quality of our food and beverage program offerings and how the authenticity of the Greater Los Angeles areas has been incorporated into the dish profiles. Complete food and beverage menus are included in the Appendix.

Everyday Super Salad—baby kale, broccoli, beets, carrots, avocado, blueberry, basil, sunflower, and pumpkin seeds with blueberry ginger dressing

Chicken & Waffle—popcorn chicken, mini maple hazelnut waffle

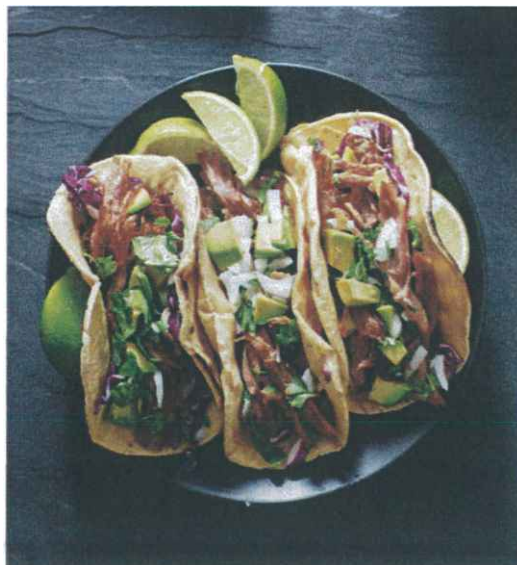
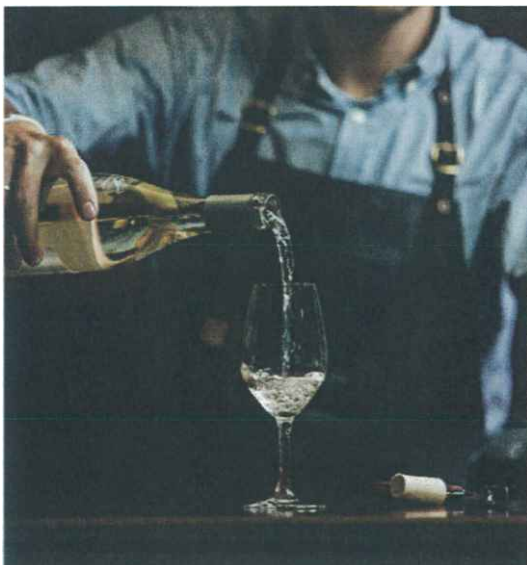
Cilantro & Lime Marinated Shrimp Quesadilla—crema, pico de gallo, smashed avocado

California Fruits and Coconut Trail Mix (nut free)

We will also offer some uniquely LA inspired cocktails, such as:

Hills Have Fizz Astral Pacific gin | Chambord cream | orange flower water | foam

Santa Ana Sour Blinking Owl barrel-aged aquavit | lemon honey simple syrup | Ferrari-Carano muscat noir



Digital customer journey

Leading the way to the lounge experience

Chase Sapphire Reserve cardmembers live for travel—it's not just something they do, it's who they are. Our digital experience complements their adventurous spirit, helping them navigate across their entire journey, all the way to the lounge.

Capitalizing on the popularity and utility of the Chase Mobile® app

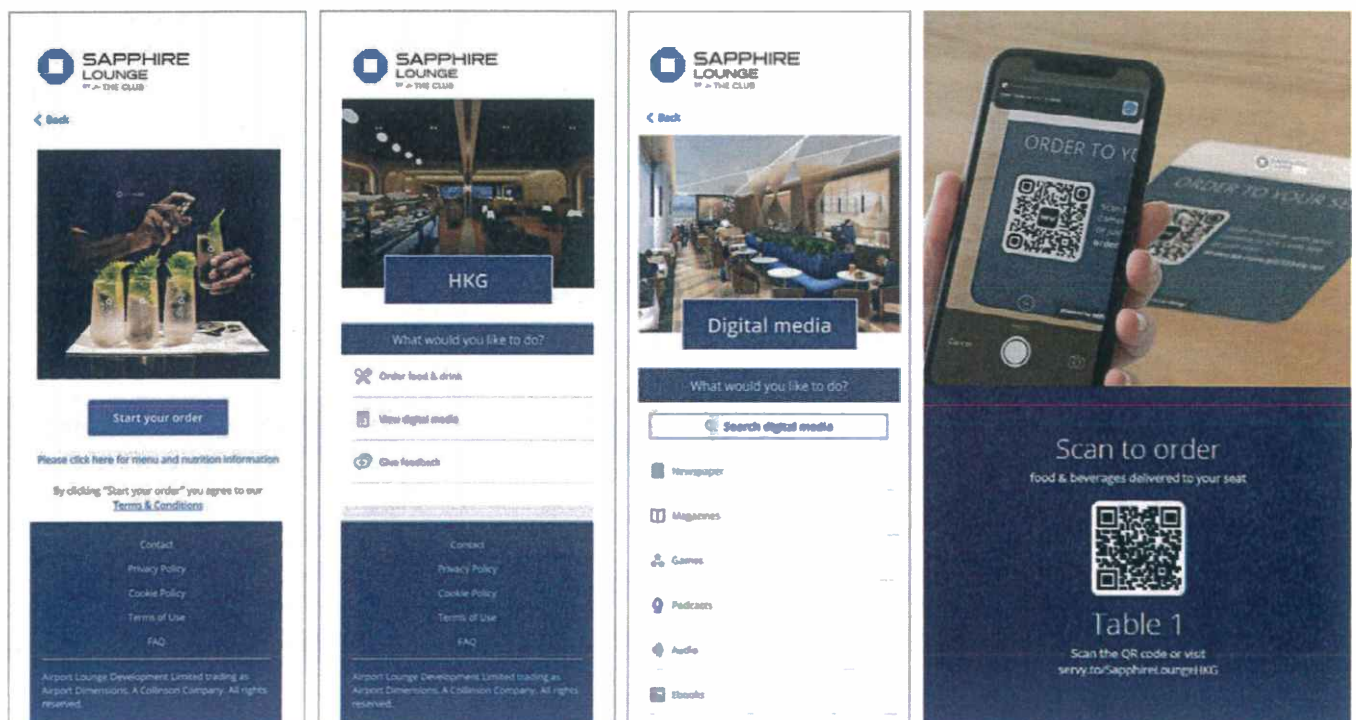
Chase customers have widely adopted the mobile app to manage their accounts, take advantage of special offers, make payments, and much more—all on the go.

- ~80% of Sapphire Reserve cardmembers are active Chase Mobile app users
- LAX Sapphire Lounge by The Club will be featured on the Chase Mobile App—Across Chase, there are over 37 million active Chase Mobile app users

The in-lounge digital experience enhances cardmembers' visits by seamlessly guiding guests with easy-to-use features and tools, including:

- A quick, contactless scan to enter the lounge
- A range of food and beverage options conveniently available via in-app ordering
- A range of complimentary content options, including newspapers and magazines
- Seamless feedback functionality

Like the Chase Mobile app, the digital experience will continually evolve to meet cardmembers' changing needs, address their feedback, and stay ahead of technological trends.



Industry-leading customer service excellence

We know that the employee experience is a key driver and indicator of the guest experience, so we ensure we enable, empower, and inspire our teams to create memorable moments for their guests every day. Airport Dimensions and our operating partners, Sodexo Live! and Hyde Park Hospitality, together achieve world-class hospitality through a combination of hiring best practices, industry-leading training and development programs, reward- and recognition-based retention strategies, and a data-driven scheduling system that enables a premium service experience.

- **We select the best talent to join our teams**—Our recruitment strategies are adapted to each market, leveraging local hiring programs where possible. We use a behavior-based approach to select candidates to ensure we have the right people mapped to the right roles.
- **We train and coach our people to deliver excellence**—Investment in training is a deeply engrained part of our culture that creates lifelong learners. We want today's front-line team members to be tomorrow's managers. Our "Aviation Academy" is a proprietary digital training platform, featuring curated content for all levels of employees. The Aviation Academy covers everything from safety and hygiene to service excellence and skills-based training. It can also include airport-specific content, such as sustainability programs or specific airport policies. The content is available on mobile devices, providing a flexible learning environment. Many of the training videos are TikTok-like short clips used to engage and appeal to our target demographic of employees.
- **We reward and celebrate our teams**—Our compensation and benefits packages are market-leading, and we adapt our compensation to ensure we are extremely competitive for each location. In addition to providing generous healthcare and 401(k) benefits, we provide popular perks, such as life insurance, tuition reimbursement, service awards, and generous paid and nonpaid leave options.
- **We use data-driven scheduling technology**—Ensuring the right people at the right time is fundamental to achieving a smooth operating performance. Workforce Management is our data-driven scheduling system that becomes more intelligent over time. Designed specifically for airport lounges, workforce management analyzes lounge visit data and provides an adaptive labor-scheduling approach.

Staffing plan

Below is a summary of the specific staffing plan for each role we have created, mapped to the projected volumes and service model of the LAX lounge opportunity. Sodexo Live! will provide and manage the staffing for the food and beverage preparation functions. Hyde Park Hospitality, our ACDHE hospitality provider, will provide and manage the staffing for all other areas of the operation. Full staffing schedules that show a detailed role by day are included in the Appendix.

Sodexo Live! schedule summary:

	THUR	FRI	SAT	SUN	MON	TUES	WED	Weekly Total Hours Count*	Total Employee Count*	Weekly Number of Shifts*	Weekly FTE
Dishwasher	6	6	6	6	7	6	6	335.00	10	43	8.4
Food & Beverage Attendant	4	5	5	5	5	5	6	280.00	7	35	7.0
Porter	2	2	2	2	2	1	2	84.50	3	13	2.1
Line Cook	6	6	8	6	6	6	6	350.00	9	44	8.8
Food Preparation	5	5	6	6	6	5	6	310.00	8	39	7.8
Bar Tap	3	3	3	3	3	3	3	161.50	5	21	4.0
Mixologist	3	3	3	3	4	3	3	167.50	5	22	4.2
Barback	3	3	3	3	3	2	2	175.00	5	19	4.4
Management	5	4	3	4	4	4	6	237.50	6	30	5.9
Daily Employee Count	37	37	39	38	40	35	40	266.00	58	266	52.5
Total Staff Hours	253.50	261.00	282.50	266.00	284.00	247.00	269.50	1863.50			
Total Management Hours	39.50	32.00	23.00	30.50	32.00	32.50	48.00	237.50			

Hyde Park Hospitality schedule summary:

	THUR	FRI	SAT	SUN	MON	TUES	WED	Weekly Total Hours Count*	Total Employee Count*	Weekly Number of Shifts*	Weekly FTE
Concierge	9	9	9	9	9	9	9	500.00	13	63	12.5
Customer Service Agent	9	9	9	9	9	9	9	500.00	13	63	12.5
Food & Beverage Runner	9	9	9	9	9	9	9	500.00	13	63	12.5
Appearance Care	6	6	6	6	6	6	6	330.00	9	42	8.3
Shower Attendant	2	2	2	2	2	2	2	137.00	4	14	3.4
Management	5	5	4	4	4	4	4	240.00	6	30	6.0
Daily Employee Count	40	40	39	39	39	39	39	275.00	58	275	55.2
Total Staff Hours	279.50	279.50	281.50	280.00	281.00	282.50	283.00	1967.00			
Total Management Hours	40.00	40.00	32.00	32.00	32.00	32.00	32.00	240.00			

*By Position

World-class operating standards

Elevating the guest experience requires a robust framework for performance management and a dedication for continuous improvement. We will provide excellence to guests traveling through LAX through our quality assurance framework, which includes specific metrics on hospitality and safety and ensures we have the right staffing levels to deliver it. The LAX Sapphire Lounge by The Club will, therefore, have the most comprehensive service operations plan in the industry.

Service level targets

We track our operational performance through agreed-upon Service Level Agreements (SLAs) that form part of our lounge management program. Our SLAs have agreed-upon metrics and KPIs for the following key areas:

- Food and beverage availability
- Guest satisfaction ratings
- Quality, service, and cleanliness audits
- Complaint resolution
- Staffing level adherence to plan
- Health inspections

Guest satisfaction

Our in-lounge digital platform provides the ability for guests to take guest satisfaction surveys allowing us to capture satisfaction scores for every lounge in our network in specific categories such as service, food and beverage, and cleanliness—in addition to an overall satisfaction rating. Most importantly, we can capture and resolve feedback instantly through our platform's instant messaging capability. Providing an ability for guests to communicate with us in real time and empowering our employees to address and resolve feedback in a timely manner is a key differentiator and ensures every guest leaves refreshed with a positive experience.

Airport Dimensions consistently tracks and monitors guest satisfaction in all lounges and uses this as the basis of refining all areas of our operation. Across our network our 2022 Net Promoter Score (NPS) is 60, which, is rated as "Excellent."

Standard operating procedures

In support of our brand and service standards, we have developed an extensive portfolio of Standard Operating Procedures (SOPs). The SOPs cover all aspects of lounge operations, ranging from how to ensure a lasting first impression through a friendly concierge greeting and maintenance procedures. Our portfolio of SOPs has been developed by tapping into our extensive leadership experience across multiple hospitality segments.

Staffing for success

Our staffing plan is geared to deliver the high expectations of a premium lounge experience. Our lounge entrance experience is the first and last touchpoint, and we intend to create a memorable first and last impression. Our staffing plan has 500 hours a week dedicated to front desk concierge, ensuring an average of four entrance staff throughout the day. Additionally, our contactless digital check-in experience is fast and efficient ensuring a seamless registration process.

Our guest visit projections, when mapped to our staff schedule projects, will frequently exceed a 1:4 staff to guest ratio.

Facility oversight and maintenance

Our approach to maintaining an "as new" condition of our lounge is delivered through a combination of a detailed cleaning schedule, regular preventive maintenance, and a robust reactive maintenance plan. Sodexo leverages partnerships with global leaders such as Ecolab. Ecolab products and services keep the lounge environment clean and safe through critical services, including pest control, ware-washing, and chemical supply. Our full-cleaning schedules are included in the Appendix.

Continuous preventive maintenance and daily attention to all fixtures, displays, furnishings, tile, carpet, equipment, and the lounge facility will maintain the quality and prolong the life of all lounge items. Preventive maintenance is enhanced by quarterly or semi-annual professional maintenance inspections. Steam cleaning and treating of carpet, fabrics, tile, and wood further enhance the lounge appearance and increase the lifespan. When repairs are required, our reactive maintenance plan with defined response times based on the priority of the issue kicks in. Our reactive maintenance plan is included in the Appendix.

Design, engineering, and construction proposal



04

Design and experience concept overview

Our lounges are intentionally designed to deliver the **differentiated world-class experiences** listed below. The LAX Sapphire Lounge by The Club embodies the **energy and ethos of Los Angeles** and will offer an elevated airport lounge experience that will be unique and distinct to LAX.



DRAMATIC ENTRANCE

A tone-setting welcome lounge with high-end tactile furniture that sets a vibe for things to come.



MICRO MOMENTS

Entertainment moments that are specific to the local region. Small in size but large in impact, these give each lounge a point of distinction.



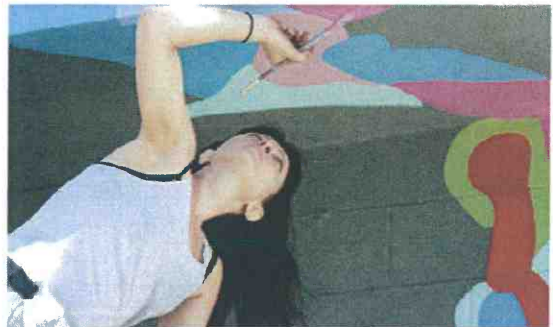
PLUSH & SATURATED LOUNGES

Our lounges express quality in design and continually raise guest expectations.



DYNAMIC BAR

A center-stage performer, the bar serves as a beacon in the lounge and is the epicenter of activity.



LOCAL ART

A place to discover and foster local artists in the region, and a place where they can tell their stories.



FOCUSED ON DINING

Food for the senses creates a feeling of community through culture. A moment in time that resonates as one of the best experiences of the trip.

Design and experience concept overview, continued

The experience begins before even entering. As guests are walking along the concourse, a **large-scale, graphic mural** created by a **Los Angeles artist** and featuring elements of the LAX visual identity will catch their eye through the transparent facade. Guests enter the lounge through a **dramatic archway** where they will be welcomed by reception.



Dramatic Entrance: Upon arrival at the reception desk, guests are instantly met with the grandeur of **dramatic, layered arches** that serve as portals, inspiring each guest to travel farther into the lounge. A tone-setting welcome lounge with high-end tactile furniture that sets a vibe for things to come. Guests can choose to enter either the lounge area on the right or to the bar and dining area on the left.

Local Art: The LAX Sapphire Lounge by The Club will be a place to **discover and foster local artists** in the region, and a place where they can tell their stories.

Large and small scale localized artwork will be strategically placed for guests to discover during their lounge experience. As they move past each portal, guests will have the option of either relaxing in the welcome lounge, working leisurely in the productivity lounge, or focusing intently in one of the working niches. Each of these zones uniquely adorned by the work of a **local Los Angeles artist**.



Design and experience concept overview, continued



Dynamic Bar A center-stage performer, the dramatic and iconic bar serves as a beacon in the lounge and is the epicenter of activity. It is a **signature experience** that draws your eye from anywhere in the lounge. It is the heartbeat of the lounge and the statement that is **uniquely and distinctly** LAX Sapphire Lounge by The Club. Using design as a messaging tool, the bar is built up with layers of hospitality. From the purse hooks to the touch and feel of the stone countertop, it embodies a new understanding of luxury travel and can serve as a social hub for the lounge.

Focused on Dining Guests can enjoy their dining experience in the surrounding floating tables and tufted banquettes. Food for the senses creates a feeling of community through infusion of locally curated menu items.

Micro Moments Entertainment moments that are specific to the local region. Small in size but large in impact, these give each lounge a point of distinction. The **Record Lounge** gives guests an inside look at yet another piece of Los Angeles culture—music. Tucked away behind the working lounge, this space serves as an interactive experience, housing an array of records that can be played on the freestanding record players.

The space is characterized by expressive materiality reminiscent of the **rock 'n' roll lifestyle** and features a bold banquette that wraps the perimeter of the room, where guests will be able to enjoy the airfield views while listening to a curated selection of artists through the wall-mounted headphones.



The LAX Sapphire Lounge by The Club experience will showcase the best that Los Angeles has to offer our guests. The lounge experience combines best-in-class amenities with differentiated hospitality, while infusing emerging trends in food, culture, and design. Reflecting our commitment to deliver a lounge product that is truly best in class, we will **invest a minimum of \$23 million** in initial capital to bring these designs and experiences to life.

Floor plan rendering—1



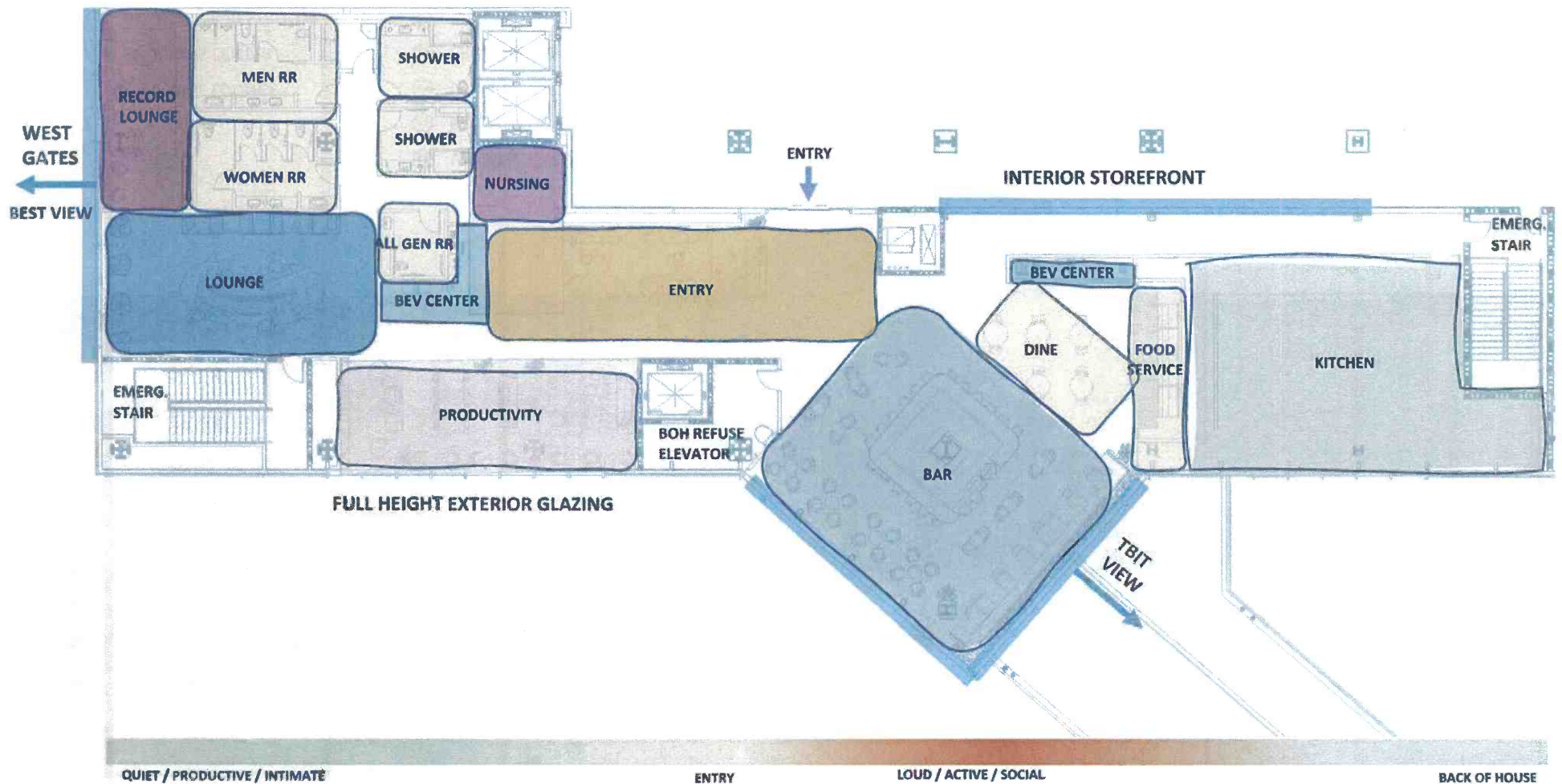
- | | |
|-----------------------|--------------------|
| ① ENTRY | ⑪ WOMEN'S RESTROOM |
| ② CONCIERGE | ⑫ RECORD LOUNGE |
| ③ WELCOME LOUNGE | ⑬ LOUNGE |
| ④ BEVERAGE CENTER | ⑭ PRODUCTIVITY |
| ⑤ ALL-GENDER RESTROOM | ⑮ BAR |
| ⑥ NURSING | ⑯ DINING |
| ⑦ SHOWER | ⑰ BEVERAGE CENTER |
| ⑧ SHOWER | ⑱ FOOD SERVICE |
| ⑨ JANITOR | ⑲ KITCHEN / BOH |
| ⑩ MEN'S RESTROOM | ■ BASE BUILDING |

TOTAL SQUARE FOOTAGE
9,234 SF

TOTAL SEAT COUNT
150 SEATS

Floor plan rendering—2

This illustration shows the lounge's thoughtful activity-based design.



LAX Sapphire Lounge by The Club Rendering—Exterior



LAX Sapphire Lounge by The Club Rendering—Entry



LAX Sapphire Lounge by The Club Rendering—Bar



LAX Sapphire Lounge by The Club Rendering—Dining



LAX Sapphire Lounge by The Club Rendering—Lounge



LAX Sapphire Lounge by The Club Rendering—Productivity



LAX Sapphire Lounge by The Club Rendering—Record lounge



Look and feel inspiration

The LAX Sapphire Lounge by The Club **draws inspiration from the well-known Classic Hollywood Glamour** archetype while highlighting the lesser known, but truly authentic, lived experiences of the city's **underground creative community**. These two ideas are seamlessly married by layering luxurious, monumental architectural elements, plush lounge materials and finishes to **express quality and design** and **raise the bar in guest expectations** of airport lounges.

Mood board—Classic Glamour



Material board



Local artist partnerships

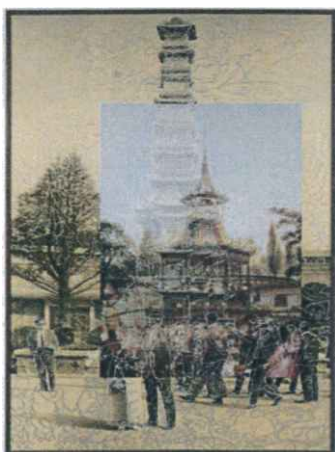
Founded over 60 years ago, the JPMorgan Chase Art Collection and Program continues to focus on emerging, developing, and underrecognized artists globally. Recognizing that artists are entrepreneurs and small businesses, our investment in their work makes a positive impact. Artists and the creative economy contribute to vibrant communities where we do business.

Built on the solid foundation of David Rockefeller's vision, the collection and program has always embraced emerging contemporary art, and today continues to reflect and align with the firm's 21st century business principles and priorities: diversity, innovation, technology, and sustainability. It is the oldest and most established corporate art collections in the world, and contains several pieces from Los Angeles-based artists, including Gabriella Sanchez and Rob Reynolds, demonstrating the firm's commitment to supporting and investing in local, emerging talent and galleries.



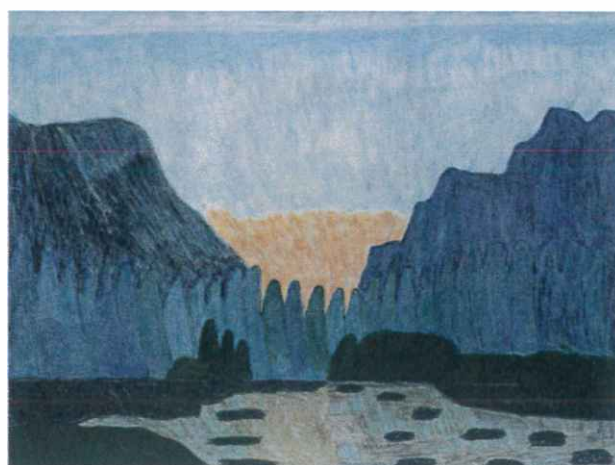
Kyungmi Shin (b.1963, South Korea, lives and works in Los Angeles) received a Masters of Fine Art from the University of California, Berkeley in 1995. Working with painting, sculpture, and photography, Shin explores various histories, identities, and migrations by interrogating colonial, capitalist, and religious global expansion and its effect. Shin has presented works at Orange County Museum of Art, California; The Berkeley Art Museum, California; Art Sonje Center, Seoul; Japanese American National Art Museum, Los Angeles; and Torrance Art Museum, California.

Her work is part of the permanent collections at the Getty Center, Los Angeles, and the Berkeley Art Museum and Pacific Film Archive. She has completed over 20 public artworks, and her most recent public video sculpture was installed at the Netflix headquarters in Hollywood, CA in 2018.



Leul Asfaw creates lush landscapes and cityscapes that reflect his travels and his interests in the language of spaces and places. He is drawn to color-rich vistas that allow him to express the diverse palettes of natural and built environments. Asfaw is inspired by the landscape of Northern California, and many of his renderings are based on recollections of scenery from trips he takes with his family.

His work has been featured in the Tierra del Sol Gallery, a part of the foundation by the same name that champions inclusion and value for all individuals with disabilities through creative pathways to employment, education, and the arts.



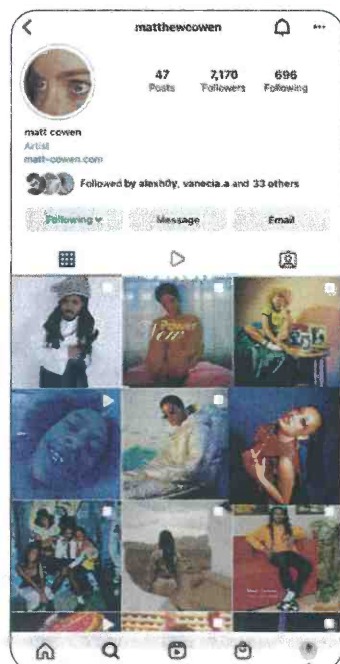
Local artist partnerships, continued

Gabriella Sanchez blends graphic typography and figures drawn with bold contour lines in her paintings, which are often composed of high-contrast pop colors. Writing is a fundamental component in her work, and she begins her paintings by penning personal essays from which she extracts fragments and words. Sanchez often uses multiple typographies in a single painting to show how the same word can evoke different meanings depending on the typeface it is written in.

Her work is held in the permanent collections of the Crocker Art Museum and the Los Angeles County Museum of Art and is in numerous private collections.



Matt Cowen is a 28-year-old photographer and videographer focusing on the playful yet detailed documentation of Los Angeles' BIPOC artist community. His portraits play with soft color and stark contrasts, which he believes bring awareness to an underexposed group of talented creatives in the city. While Matt has had his work featured in several local exhibitions and an article in *Vice*, he is currently unrepresented and not involved in any major brand deals.



An elevated lounge-to-gate experience

Subject to LAWA and other required approvals, we will also commit to delivering airside escort services to those passengers looking for a more discrete and seamless journey within TBIT or to other terminals. This VIP service, which can be pre-booked or added based on availability, will generate significant buzz for the airport overall and demand for the LAX Sapphire Lounge by The Club.

Guests will be escorted from the lounge to the tarmac below where they will be led to a waiting branded, premium electric vehicle. Inside, they will find amenity kits and refreshments to carry the lounge experience all the way through to their gate.

Guests may choose to board first or last. A VIP attendant will escort them through the jet bridge doorway, as appropriate per SIDA regulations, where an in-flight crew member will check their credentials.

If approved, The LAX Sapphire Lounge by The Club will cover all costs associated with creating a passenger egress to the ramp level, acquisition and maintenance of the vehicles, cost of operations (including any EV charger stations), and any additional card readers or other security requirements. This investment represents a value of \$24 million to the airport over the term and will offer more travelers a truly memorable experience at LAX.



Project timeline

Our facilities, design, and construction teams have developed a comprehensive timeline for all project deliverables from the award date to the lounge opening. To build this plan, we reviewed the tenant design guidelines provided to incorporate the required procedures. We also consulted project managers with recent experience at Los Angeles International Airport. Based on this due diligence, we have produced a comprehensive project schedule that represents an achievable and realistic timeline that Airport Dimensions would commit to on the successful awarding of this opportunity. The timeline has been built using the following high-level assumptions:

- **Project awarded: November 1, 2022**—Airport Dimensions would progress design phase immediately on award
- **Lease execution: March 1, 2023**—this milestone informs the project effective date
- **Design completion: July 11, 2023**—full end-to-end design process, including LAX reviews estimated at eight months
- **Permit received*: October 13, 2023**—assumes a three-month timeline for city to issue permit
- **Turnover to operations: January 29, 2025**—assumes 14 months for construction and one month for final inspections, furniture install, and LEED commissioning
- **Lounge opening date: February 27, 2025**—provides a four-week period for stocking, training, and operational dry runs

*Permitting timelines may vary depending on volume of applications at time of submission. Timeline will be subject to +/- day for day change based on actual permitting time frames.

The LAX Sapphire Lounge by The Club project schedule

WBS	Task Name	Planned Start Date	Planned Finish Date	Planned Duration
1	LAX Sapphire Lounge by The Club	11/1/22	2/27/25	608 days
1.1	Phase 1: INITIATION	11/1/22	3/1/23	87 days
1.1.1	Project Award	11/1/22	11/1/22	1 day
1.1.2	Lease Execution	3/1/23	3/1/23	1 day
1.2	Phase 2: DESIGN & PERMITTING	11/2/22	10/13/23	248 days
1.2.1	Conceptual	11/2/22	12/20/22	35 days
1.2.1.1	Concept Drawings completed by A/E (3 weeks)	11/2/22	11/22/22	15 days
1.2.1.2	AD/PMC Review of Conceptual Drawings / Provide Comments	11/23/22	11/29/22	5 days
1.2.1.3	A/E Finalize Drawings and submit to LAWA for Review/Approval	11/30/22	12/6/22	5 days
1.2.1.4	LAWA Review/Approval/Provide Comments (2 weeks)	12/7/22	12/20/22	10 days
1.2.2	35% Schematic Design (SD)	11/23/22	2/21/23	65 days
1.2.2.1	SD Drawings completed by A/E (6 weeks)	11/23/22	1/3/23	30 days
1.2.2.2	AD/PMC Review of SD drawings / Provide Comments	1/4/23	1/10/23	5 days
1.2.2.3	A/E Finalize Drawings and submit to LAWA for Review/Approval	1/11/23	1/17/23	5 days
1.2.2.4	LAWA Review/Approval/Provide Comments (5 weeks)	1/18/23	2/21/23	25 days
1.2.3	60% Design Development	1/4/23	4/18/23	75 days
1.2.3.1	60% Design Development drawings completed by A/E (8 weeks)	1/4/23	2/28/23	40 days
1.2.3.2	Onboard Commissioning Agent	1/4/23	1/17/23	10 days
1.2.3.3	AD/PMC Review of DD drawings / Provide Comments	3/1/23	3/7/23	5 days
1.2.3.4	A/E Finalize Drawings and submit to LAWA for Review/Approval	3/8/23	3/14/23	5 days
1.2.3.5	LAWA Review/Approval/Provide Comments (5 weeks)	3/15/23	4/18/23	25 days
1.2.4	90% CDs and Submit for Permitting	3/1/23	6/13/23	75 days
1.2.4.1	90% Drawings Completed by A/E (8 weeks)	3/1/23	4/25/23	40 days
1.2.4.2	AD/PMC Review of 90% Drawings / Provide Comments	4/26/23	5/2/23	5 days
1.2.4.3	A/E Finalize Drawings and submit to LAWA for Review/Approval	5/3/23	5/9/23	5 days
1.2.4.4	LAWA Review/Plan Check/Provide Comments (5 weeks)	5/10/23	6/13/23	25 days

1.2.5	100% "Issued for Construction" Set	6/14/23	7/11/23	20 days
1.2.5.1	A/E Incorporates Plan Check Review Comments	6/14/23	6/20/23	5 days
1.2.5.2	A/E Submits IFC Set / Backcheck Set to Airport	6/21/23	7/11/23	15 days
1.2.6	Permit Issued	7/12/23	10/13/23	68 days
1.3	Phase 3: CONSTRUCTION PHASE	4/19/23	1/29/25	466 days
1.3.1	Pre-Construction	4/19/23	11/1/23	230 days
1.3.1.1	Bid Prep and ROM Process Documents Developed (Based on Approved 60% Design Documents)	4/19/23	5/2/23	10 days
1.3.1.2	Confirm in GC invitation to bid that DBE / MBE % requirements are included	5/3/23	5/4/23	2 days
1.3.1.3	Bidding (Based on 100% Design Documents Reviewed by Airport)	6/21/23	7/25/23	25 days
1.3.1.3.1	Site Visit / GC Bid Walk	6/21/23	6/27/23	5 days
1.3.1.3.2	GC Selection with final approval by AD	6/21/23	6/27/23	5 days
1.3.1.3.3	GC Contract Executed	6/28/23	7/25/23	20 days
1.3.1.4	DOA Pre-con Meeting	10/16/23	10/20/23	5 days
1.3.1.5	DOA Notice to Proceed / Turn-Over of Lounge Space from Airport	10/23/23	10/25/23	3 days
1.3.1.6	Long lead items / materials purchased and confirmed (Materials not ordered until NTP received)	10/26/23	3/5/24	94 days
1.3.1.7	Mobilization	10/26/23	11/1/23	5 days
1.3.2	Construction / Turnover to Ops	11/1/23	1/29/25	326 days
1.3.2.1	Lounge Construction	11/1/23	1/1/25	306 days
1.3.2.1	Lounge Construction	11/1/23	1/1/25	306 days
1.3.2.2	Final Inspections: Fire Life Safety / Health Department / Electrical / Plumbing (Night)	1/2/25	1/15/25	10 days
1.3.2.3	Install Furniture	1/16/25	1/22/25	5 days
1.3.2.4	LEED Commissioning / IAQ Testing (if pursuing LEED)	1/23/25	1/29/25	5 days
1.3.2.5	GC's "Final Clean" prior to turnover to Ops	1/23/25	1/28/25	4 days
1.3.2.6	Turnover to Ops / Substantial Completion / TCO	1/29/25	1/29/25	1 day
1.4	Phase 8: PREP FOR OPENING	1/30/25	2/26/25	20 days
1.4.1	Training, Stocking, Dry Runs	1/30/25	2/26/25	20 days
1.5	Phase 9: GO LIVE!	2/27/25	2/27/25	1 day

Corgan, architectural design

Founded over 80 years ago

Corgan is a leading architecture and design firm with deep technical expertise and a reputation for excellent service. It is consistently ranked as one of the top architectural design firms in the United States. Corgan listens to its clients and transforms their insights into structures and spaces that inspire, inform, and innovate. Ninety-two percent of Corgan's revenue comes from repeat clients, proving that when you earn a reputation as a trusted adviser, it tends to stick. Corgan has grown from a one-person shop to a network of offices in Atlanta, Austin, Dallas, Frisco, Houston, London, Los Angeles, New York, Orlando, Phoenix, San Francisco, and Singapore.

On average, Corgan principals have invested over 20 years working within the company, demonstrating its commitment to growing leaders internally. Corgan avoids the formulaic approach to design and focuses on listening to clients' needs and desires. This model allows Corgan to create fresh, new, and distinct facilities—something that is ultimately uniquely yours and iconic to your community. As the firm continues to grow, its values remain the same. Corgan's philosophy is best stated in its mission: Corgan creates spaces where our clients thrive, honors our promises and obligations, and builds relationships that make us stronger.

Aviation design thought leader

Corgan has built lasting relationships with aviation clients at more than 150 airports across the globe through a process grounded in establishing true partnerships and building consensus. Together with the ability to deliver complex terminal programs, these partnerships directly contribute to the firm's recognition as a Top 5 Airport Terminal Architecture Firm by *Building Design+Construction* magazine for five consecutive years.

Corgan has over 175 professionals dedicated exclusively to the planning and design of aviation facilities. The firm has designed over 30 lounges in 22 different airports for customers, including American Airlines, British Airways, American Express, and United. Corgan has designed new lounges with no existing corporate standards, as well as lounges translating corporate standards and brand imagery into buildable and maintainable construction details without compromising any distinctive looks or styles.



Corgan's key statistics



LAX Midfield Satellite Concourse

Top 5

airport terminal architectural
firm (BD+C 2013–2018)

Worked for, or at,

all 50

of the top 50 U.S. airports

30+

lounges designed
in 22 different airports

65+ years

serving airports, airlines,
and aviation corporations

92%

repeat client business

650+

employees

Corgan lounge and hospitality experience

Listed below are examples of Corgan's airport lounge projects that demonstrate their extensive credentials in lounge design. Corgan has also performed lounge work at additional airports, including Boston Logan International, Ronald Reagan Washington National, Denver International, Dulles International, LaGuardia, Heathrow, Kansas City International, and Los Angeles International.

Project	Client	Location	Size (ft ²)
SFO Delta Sky Club	Delta Air Lines	San Francisco, CA	9,000
JFK First Class Lounge and Club Lounge	British Airways	Queens, NY	30,000
DFW Terminal A Admirals Club	American Airlines	Dallas, TX	28,000
MIA Centurion Lounge	American Express	Miami, FL	8,000
DFW Centurion Lounge	American Express	Dallas, TX	9,000
Integrated Operations Center	American Airlines	Fort Worth, TX	150,000
ATL Delta Sky Club	Delta Air Lines	Atlanta, GA	24,800
LAX Delta Sky Club	Delta Air Lines	Los Angeles, CA	12,000
JFK Delta Sky Club	Delta Air Lines	Queens, NY	25,000
AUH Terminal 1 Refurbishment	Abu Dhabi Airports Company	Abu Dhabi, UAE	16,000

Delta Sky Club | LAX International Airport

Designed by Corgan



British Airways First Class & Club Lounge | JFK International Airport

Designed by Corgan



Admirals Club | DFW International Airport—Terminal A

Designed by Corgan



Corgan testimonials

"Corgan/SmithGroup provided a seamless effort in supporting Delta's historical move at LAX. The program required a fast-paced, responsive team in a complex and challenging environment."

Rob Walker

Delta Air Lines

Re: LAX T2/T3 Program

"When we have needed to compress schedules, Corgan has been there. When we have needed thought leadership, Corgan has been there. When our business has needed complex phasing, Corgan has been there. On top of all that, they simply design beautiful and functional buildings. All this is accomplished with little fanfare and with dependable, honest people who are a joy to work with."

Bob Montgomery, Vice President, Airport Affairs

Southwest Airlines

"It is my experience that Corgan is a company that is very focused on the client and that they will go to great lengths to meet the client's expectations. They have a dedicated staff of highly qualified professionals that has great respect for the client's needs during design and construction."

Jaco Claassens, Regional Manager

Delta Air Lines

Re: LAX Terminal 5 Renovation Program

"Corgan is not only an exceptional firm in regard to the quality of their work and dedication to service, but they are a genuinely great group of people who are easy and fun to work with."

Denise McElroy, Sr. Project Manager

Southwest Airlines

Re: Love Field Modernization Program

"Corgan brings creative, innovative design that matches our operational needs, but at the end of the day, it comes down to trust, and we trust them. They have performed consistently year after year. They do what they say they're going to do."

Laura Einspanier, Vice President

American Airlines

"This was a substantial effort where Corgan led the planning, design, construction documents, consultant coordination, and construction administration for this terminal redevelopment project. I was more than satisfied with Corgan's commitment to the project and its level of professional service. Their team performed well in a very difficult project environment. I would not hesitate to use Corgan for similar services in the future."

Daniel J. Molloy, P.E., Chief Development Officer

Abu Dhabi Airports Company

Re: Abu Dhabi Terminal 1 Refurbishment

"[Corgan's] team was professional, thorough, and provided great management leadership and services throughout the course of the project. The attention provided by their entire staff is always professional, prompt, and helpful. The new building will provide valuable learning experiences to our staff, students, and the broader community. American Airlines, Inc. highly recommends Corgan for any architectural, interior design, or planning needs."

Suzanne Turner, Director, Campus Design and Construction

American Airlines, Inc.

Re: American Airlines Integrated Operations Center

Reinventing the airport experience since 2006

ICRAVE is a leading design firm based in New York City and Miami that solves business challenges through strategy and design.

Driven by two decades of experience, ICRAVE's interdisciplinary approach emphasizes innovation, thought leadership, and immersive experience. Clients select ICRAVE as their design partner when challenged with blending physical, digital, and service in a single setting to increase their commercial benefit. For that reason, the firm's expertise and client base is wide-ranging: airports and air travel, hospitality and entertainment, mixed-use residential, and more.

Through innovative design solutions and cutting-edge technology, ICRAVE continues to reinvent the gate hold experience and turn passenger wait times into measurable revenue streams for operators. With a focus on reducing travelers' anxiety, ICRAVE aims to capture the local spirit—both in food and design—of the city in which the airport is located to create engaging environments. Our award-winning work is located across 16 passenger terminals throughout North America and continues to challenge outdated models and introduce fresh solutions.

For more information, visit www.icrave.com.



**DESIGNED 100+ F&B CONCEPTS
AND 20+ RETAIL SPACES
AT MORE THAN 15 TERMINALS**

TERMINAL C, PHL

INVENTORS OF THE BLENDED
HOLD ROOM & THE FIRST TO
PUT TABLETS AT THE GATE



40x AWARD-WINNING STUDIO, INCLUDING:

AIRPORTS COUNCIL INTERNATIONAL—*BEST F&B PROGRAM*

AIRPORTS COUNCIL INTERNATIONAL—*GRIESBACH AWARD OF EXCELLENCE*

AIRPORTS COUNCIL INTERNATIONAL—*BEST INNOVATIVE CONSUMER EXPERIENCE*

ARN AWARDS—*BEST NEW NEWS & GIFT CONCEPT*

FODOR'S—*"15 BEST AIRPORT RESTAURANTS IN THE WORLD"*

FROMMER'S—*BEST NEW AIRPORT RESTAURANT, 2x*

TRAVEL + LEISURE, AMERICAS BEST AIRPORTS—*2ND (DESIGN) 1ST (OVERALL)*



TERMINAL 1, YYZ



SAPPHIRE LOUNGE, HKG



TERMINAL C, MSY

Construction capabilities

We have extensive project management and execution experience in an airport environment.

Airport Dimensions has successfully opened 15 locations globally in the last five years, all of which required researching and navigating each specific airport's licensing and permitting requirements. Uniquely qualified in aviation construction, our in-house project management professionals view projects from the perspective of the airport customer. Each professional on this team has over 20 years of experience managing large projects in the aviation, public, and private commercial market segments.



Adding expertise with LAX knowledge

Airport Dimensions has selected Corgan to be the architect of record for this project. Corgan was the design architect of the TBIT West Terminal expansion project. Corgan's team has extensive knowledge of the terminal design and is best placed to ensure a smooth and successful design phase of the project.

For the construction phase, we intend to bid this project to general contractor companies with extensive experience working at LAX and constructing similar projects, such as airline lounges and food and beverage concessions.

Construction testimonials

The following pages include testimonials of our most recent construction projects at San Jose and Cleveland International airports. These projects, both of which were completed during the pandemic, demonstrate our exceptional standards and quality of project management.

Tina LaForte, The Club CLE—Testimonial Letter



Via electronic mail

Mr. Chris Gwilliam
Vice President, Global Business Development
Airport Dimensions
5217 Tennyson Pkwy; Suite 100
Plano, TX 75024

Dear Chris,

We are delighted with The Club CLE that opened in September 2021 at the Cleveland Hopkins International Airport...the newest addition to our retail concessions program here. The high quality design, construction, finishes and attention to detail that Susan and her team brought to the project cannot be overlooked. We know that a lot of behind-the-scenes construction and project management work was done to make this project happen and run smoothly, and we're greatly appreciative of this.

We are grateful for our partnership with you and look forward to continuing to work with Airport Dimensions for years to come.

Sincerely,

A handwritten signature in blue ink that reads "Tina LaForte".

Tina LaForte
Vice President

Fraport Cleveland, Inc.
Cleveland Hopkins
International Airport
5300 Riverside Drive
Cleveland, OH 44135
P: 216-265-0700
F: 216-265-1615
Fraport-USA.com

Rebekah Bray, Airport Dimensions—Testimonial Letter



November 04, 2021

To whom it may concern,

The Norman Y. Mineta San Jose International Airport (SJC) entered into a concession agreement with Airport Lounge Development (now Airport Dimensions) on October 22, 2012 to operate a 7,101 Square foot common use lounge. On November 28, 2017, the Airport entered into a second concession agreement with Airport Dimensions to build and operate an additional 4,030 square foot lounge.

As a partner with the Airport, Airport Dimensions has built out, delivered, and operated two common use lounges to the finishes and quality we expected and provides a vital service to our passengers. Our experience with the management team has been positive, as they are professional, courteous, and provide great customer service to our passengers as reflected in the survey responses we receive.

During construction, the construction team communicated well with all stakeholders throughout the entire process, attended all required construction meetings, communicated challenges, and collaborated with SJC staff to find solutions that were agreeable to both parties. Both projects were completed to the satisfaction of the Airport.

We are happy to partner with Airport Dimensions and look forward to our continued partnership throughout the term of their agreement with SJC.

Sincerely,

Rebekah Bray

Rebekah Bray
Senior Property Manager
Norman Y. Mineta San Jose International Airport

1701 Airport Boulevard, Suite B-1130 • San Jose, CA 95110-1206 • Tel 408.392.3600 • Fax 408.441.4591 • www.flysanjose.com



Financial capability

Airport Dimensions, through our partnership with JPMorgan Chase, is extremely well positioned to ensure that it will meet all financial obligations for the scope of work in this RFP.

Airport Dimensions is a wholly-owned subsidiary of The Collinson Group (TCG). A global organization, TCG has over 35 years of experience—generating \$1 billion in annual revenues through our 1,500 clients in financial services and travel, and touching over 400 million consumers who use our products and services annually. TCG is an employer of over 1,700 people. And, in recent years, The Sunday Times HSBC International Track 200 has named TCG as one of Britain's fastest-growing international sales companies.

AD Partnership, LLC is an entity under the Airport Dimensions corporate structure and is, therefore, under the direct control of TCG. In February 2021, this entity was incorporated for the purpose of contracting all LAX Sapphire Lounge by The Club agreements, which allows us to keep our partnership leases distinct and separate from Airport Dimensions' other brands and concepts. Since the incorporation of AD Partnership, LLC, there have been no changes to the structure.

According to Airport Dimensions' commercial agreement with JPMorgan Chase (JPMC), JPMC will provide the investment funds for all capital and operating costs associated with The LAX Sapphire Lounge by The Club.

JPMorgan Chase is the nation's largest and most resilient financial institution, with a fortress balance sheet that includes \$4 trillion in assets and capital levels. This allows the firm to invest in customers and communities for the long term, in both good and bad times.

JPMC fully supports the financial offer submitted in this RFP and intends to include those terms as part of the lease agreement between Airport Dimensions and LAWA.

To further demonstrate JPMC's commitment to the financial obligations, we prefer that the lease provides for continuity in the unlikely event Airport Dimensions is unable to fulfill its obligations by granting JPMorgan Chase certain step-in and assignment rights.

LAWA can have great confidence in knowing that the financial commitments and obligations of our proposal are backed by the largest financial services institution in the United States, serving more than 60 million American households, 4 million small businesses, and over 80% of Fortune 500 companies worldwide.

To further demonstrate our financial capability, we have included the following documents:

- Audited TCG financial statements for the most recent two fiscal years (attached separately)
- A letter of commitment from the president of Branded Cards, JPMorgan Chase
- A letter of commitment from the CEO of TCG

We would be happy to provide any additional information to substantiate our partnership or the financial strength of Airport Dimensions or JPMC on request.

Catherine Hogan, JPMorgan Chase Financial Investment—Letter of Commitment

Los Angeles International Airport
Ref: Common Use Lounge Operator Tom Bradley International Terminal Gateway

JPMorgan Chase & Co.
201 N Walnut St.
Wilmington, DE 19801

Airport Dimensions
5217 Tennyson Pkwy
Suite 100
Plano, TX 75024

Date: September 2022

Subject: LETTER OF COMMITMENT

To whom it may concern,

JPMorgan Chase, in partnership with Airport Dimensions, is investing in lounges as a source of growth for the firm—reinforcing Sapphire Reserve as a premier travel card. Lounge access has consistently been a top benefit for Sapphire Reserve cardmembers. As such, airport lounges have become a highly valued offering in the premium card landscape.

The value proposition, therefore, extends beyond the individual unit economics. The Sapphire Lounge by The Club will provide elevated experiences throughout the travel journey that increase loyalty, drive customer acquisition, and elevate the overall Chase brand.

As such, JPMorgan Chase, through its partnership with Airport Dimensions, has fully reviewed and is committed to supporting the financial proposal and projections in the lounge Pro Forma.

This includes funding both the initial capital investment projected to be in the range of \$23M USD, the required security deposit, and the guaranteed rental income of \$79 million USD in accordance with the terms of a lounge lease executed as part of an award of the Common Use Airport Lounge opportunity at Tom Bradley Terminal in Los Angeles International Airport.

Best Regards,

Catherine Hogan, President, Chase Branded Cards, catherine.hogan@chase.com, +1 302-282-3022

E-SIGNED by Catherine Hogan
on 2022-09-27 11:37:17 GMT

David Evans, The Collinson Group—Letter of Commitment



Los Angeles International Airport
Ref: Common Use Lounge Operator Tom Bradley International Terminal Gateway

The Collinson Group,
Cutlers Exchange,
123 Houndsditch,
London
EC3A 7BU
United Kingdom

Airport Dimensions
5217 Tennyson Pkwy
Suite 100
Plano, TX 75024

Date: September 2022

Subject: LETTER OF COMMITMENT

To whom it may concern,

Please accept this letter as confirmation of The Collinson Group's commitment to act as a Guarantor for the financial obligations proposed by Airport Dimensions in the Common Use Lounge RFP at Tom Bradley International Airport Gateway.

Airport Dimensions are a wholly owned subsidiary of The Collinson Group and we fully support their efforts to secure this exciting new lounge space in Los Angeles International Airport.

Sincerely,

David Evans
CEO
Collinson Group
david.evans@collinsongroup.com
+44 020 3725 0500

Attachment D—Financial proposal form

Common Use Lounge Operator Tom Bradley International Terminal Gateway
Proposer Name: AD Partnership, LLC

DESCRIPTION	PROPOSED AMOUNT
<p>Minimum Annual Guarantee (MAG)</p> <p>For the first full year following the Rent Commencement Date, the Operator will pay a monthly percent rent equal to the greater of (x) 20% of all gross receipts or (y) \$6 per passenger using the lounge.</p> <p>For the second full year of operation, the Operator will pay the greater of a (i) Minimum Annual Guarantee (MAG), as bid by the Proposer in an amount not less than \$224/SF/YR or (ii) percent rent equal to the greater of (x) 20% of all gross receipts or (y) \$6 per passenger using the lounge.</p> <p>For the third year of operation and all subsequent years of the Agreement, the MAG will be reset as the greater of:</p> <ol style="list-style-type: none"> 1. 85% of the immediate prior year's actual rent payments or 2. The immediate previous year's MAG adjusted by CPI no more than 2% per agreement year. <p>In no event will the MAG be less than the immediate previous year's MAG.</p>	<p>\$680 per square foot per year</p> <p>(Propose a dollar amount per square foot [SF] with minimum bid set at \$224 per SF per year.)</p>
<p>Percentage Rent</p>	<p>The amount equal to the greater of (x) 20% of all gross receipts or (y) \$6 per passenger using the lounge.</p>

Financial executive summary

JPMorgan Chase is investing in lounges as a source of strategic growth. Lounge access has become a highly valued offering in the premium credit card landscape and is consistently listed as a top benefit for Sapphire Reserve cardmembers. The LAX Sapphire Lounge by The Club will provide more value and elevated experiences throughout the travel journey to our customers, drive acquisition, and increase the overall value of the Chase brand.

JPMorgan Chase, through its partnership with Airport Dimensions, has fully reviewed and is committed to supporting the financial proposal below. The full proposal package is projected to deliver **\$136 million in total value to Los Angeles World Airports** over the 12-year term of the agreement and is made up of the components outlined below.

\$136M Total Investment

Direct Revenue to LAWA	\$79M <i>in rent over the term</i> \$1.6M Y1 Rent \$6.3M Y2 MAG = \$680 per sq. ft.	\$6M <i>in advertising & incentives</i> \$5M advertising buy \$1M signing bonus
Investments in LAX	\$28M <i>in total capital expenditures</i> \$23.1M initial build \$4.6M mid-term refurbishment	\$24M* <i>in development of airside escort service</i> \$2M in estimated annualized investment

*Pending airport approvals

Rent and Minimum Annual Guarantee (MAG) proposal

Our Year 2 Minimum Annual Guarantee (MAG) proposal of \$680.00/sq. ft. equates to **\$6.3 million guaranteed rent** for LAWA. We are also projecting **Year 1 rental revenues to LAWA of \$1.6 million**. This is based on \$6.00 per passenger, multiplied by our projected Year 1 guest volumes.

Advertising and incentives

To drive success of the LAX Sapphire Lounge by The Club, we will commit to a total term investment of **\$5 million into LAWA's advertising program**. On award, we will work with LAWA's contracted advertising provider to build a program of dynamic advertising. On successful execution of a contract, we will also pay a **\$1 million one-time signing bonus**.

Capital investments

Our proposed capital investment to design and construct the lounge is \$2,500/sq. ft. We plan to invest a minimum of **\$23.1 million of initial capital** to create the LAX Sapphire Lounge by The Club. This proposal has been prepared following a report from a professional cost estimator that considers the high-quality finishes of our lounge design, local market construction costs, and existing site conditions.

To ensure we continue to uphold the highest standards of quality and a modern aesthetic we plan to invest **\$4.6 million in a mid-term refurbishment**, equivalent to \$500/sq. ft. We intend to execute our mid-term refurbishment around Year 6 of our agreement.

Investment in an elevated experience

We estimate a **\$24 million investment in the proposed VIP airside escort service** over the life of the term, which includes the costs to implement and operate this exclusive experience.

7-Year pro forma and explanation

Visit revenue

Airport Dimensions has access to unrivaled insight into airport lounge visit data through our 20 existing lounges in the United States, and from Priority Pass network of over 1,200 locations. Our guest visit projections are based on our bottoms-up forecast methodology, which includes a detailed analysis of flight schedules and the existing lounge network in TBIT. Our revenue is then calculated based on the projected volumes multiplied by our contracted rate with Priority Pass for lounge visits and our Day Pass Rate for nonmembers.

Non-revenue generating guests

It is important to note that eligible JPMC cardholders will be granted complimentary access to enter the lounge. Our Minimum Annual Guarantee structure is therefore projected to outpace any % concession fee to ensure we appropriately compensate LAWA for all guest visits.

Operating cost estimates

Airport Dimensions, through its network of 20 United States lounges, can thoroughly vet and benchmark our cost projections to ensure a high degree of accuracy. Listed below are the key assumptions for the main cost lines in the Financial Pro Forma.

- **Food and beverage (F&B)**

We have projected an \$8.40 cost per guest for all food and beverage consumption, commensurate with the high quality of our food and beverage menus provided.

- **Staffing costs**

Our staffing costs are reflective of the staffing schedules provided and assume 2.5% annual wage inflation.

- **Airport fee (MAG)**

Our rental projections are based on a very competitive minimum annual guarantee offer detailed in Attachment D.

- **All other costs**

Our cost assumptions for all other lines have been benchmarked to our existing California lounge locations to ensure they are based on California market rates and vetted against the services we propose to provide in the RFP.

- **Depreciation**

The depreciation is reflective of the proposed initial capital investment of \$23.1 million and mid-term refurbishment in Year 6 of \$4.6 million.

SUMMARY P&L	7-YEAR TOTAL	PRE-OPEN	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Visit Revenue	28,582,479	0	3,609,785	3,874,767	4,140,451	4,239,369	4,239,369	4,239,369	4,239,369
Staffing Costs	-63,388,171	-683,429	-8,068,876	-8,452,390	-8,835,706	-9,191,785	-9,309,138	-9,376,540	-9,470,306
Airport Concession Fee	-41,412,318	0	-1,671,156	-6,300,000	-6,426,000	-6,554,520	-6,685,610	-6,819,323	-6,955,709
F&B	-18,847,406	-145,427	-2,354,618	-2,532,186	-2,710,014	-2,774,400	-2,781,960	-2,774,400	-2,774,400
All Other Costs	-21,717,090	-110,700	-2,997,098	-3,046,472	-3,095,938	-3,114,546	-3,117,712	-3,116,752	-3,117,872
EBITDA	-116,782,506	-939,557	-11,481,964	-16,456,281	-16,927,208	-17,395,882	-17,655,051	-17,847,646	-18,078,918
Depreciation	-15,199,554	0	-2,046,875	-2,046,875	-2,046,875	-1,946,875	-1,871,875	-2,620,089	-2,620,089
EBIT	-131,982,060	-939,557	-13,528,839	-18,503,156	-18,974,083	-19,342,757	-19,526,926	-20,467,735	-20,699,007
Ave Pax per Day	0	0	761	821	879	900	900	900	900

Inclusivity

Airport Dimensions and JPMorgan Chase are both established leaders in supporting diversity and inclusion and fostering mentoring partnerships with minority-owned and women-owned businesses. We are extremely committed to both the ACDBE, MWBE, and DBE programs and have an excellent track record in meeting and exceeding program goals across our U.S. lounge network.

ACDBE participation plan:

To ensure we meet the ACDBE participation goal of 10% on this contract, we are proud to partner with Hyde Park Hospitality, LLC (HPH) to subcontract hospitality services.

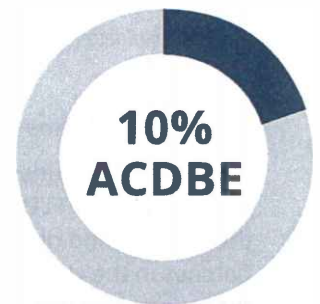
HPH is an award-winning hospitality company with ACDBE certifications in 17 market locations.

As an existing partner to Airport Dimensions at our locations in San Jose Norman Y. Mineta International Airport (SJC), Hyde Park Hospitality already has an active ACDBE certification in the state of California.

HPH's role will be to provide hospitality services, and they will be responsible for the hiring, training, and direct supervision of lounge employees that work in concierge, customer service, appearance care, food and beverage servers, and lounge management functions. These departmental employees will all be direct W-2 employees of HPH.

We propose our participation goal will be measured following the ACDBE regulations laid out in 49 CFR 23.25(e)(1)(ii), which states, "If the goal applies to purchases and/or leases of goods and services, calculate the goal by dividing the estimated dollar value of such purchases and/or leases from ACDBEs by the total estimated dollar value of all purchases to be made by the concessionaire."

A letter of commitment to participate in this contract from the President and CEO of HPH, Marc Brooks, is included in this section.



Marc Brooks
President & CEO,
Hyde Park Hospitality

ACDBE case study examples:

Airport Dimensions is extremely proud of our contributions to the ACDBE program and has built a fantastic network of committed ACDBE partners. In 2021, 17 of our U.S. lounge locations participated in the ACDBE program, contributing over \$11 million in purchasing spend to our ACDBE partners. This resulted in a 42% contribution when measured against the goods and services contribution methodology.

Our current partnerships include both joint venture and goods and services contribution models.

Louis Armstrong International Airport—New Orleans (MSY)

The Club MSY includes a joint venture partnership with locally based ACDBE-certified company, JCM Management. JCM Management provides recruitment and HR consulting solutions on a day-to-day basis. JCM is a 20% equity owner in the business, and Crystal McDonald, the President and CEO of JCM Management, is a board member of the joint venture participating in board meetings.

A testimonial letter from Crystal McDonald is included in this section.

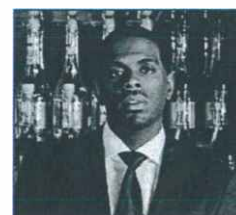


Crystal McDonald
President & CEO,
JCM Management

Cleveland Hopkins International Airport—Cleveland (CLE)

The Club CLE includes a joint venture partnership with locally based ACDBE-certified company, FLOHPORT, LLC. FLOHPORT is a premium liquor company based in Cleveland, OH. They are the creators and distributors of FLOH Vodka, an ultra-premium vodka manufactured in small batches in the US. FLOHPORT provides a number of services on an ongoing basis to support the lounge, including cocktail menus, local vendor recommendation and management, lounge audits, local airport and wider community stakeholder management, and driving marketing and PR opportunities. FLOHPORT is a 15% equity owner in the business, and Jacques Evans, the CEO of FLOHPORT, LLC, is a board member of the joint venture participating in regular board meetings.

A testimonial letter from Jacques Evans is included in this section.



Jacques Evans
CEO, Flohport, LLC

Hartsfield-Jackson Atlanta International Airport—Atlanta (ATL)

The Club ATL has a partnership with locally based ACDBE-certified company, National Concessions Management (NCM). NCM provides staffing for the lounge and oversees the product and service delivery. NCM directly recruits new employees on an ongoing basis and provides HR consulting solutions based on local market dynamics. NCM's employees are direct W-2 employees of NCM.

A testimonial letter from Kristen Barnett, the President and CEO of National Concessions Management, is included in this section.



Kristen Barnett
President & CEO,
National Concessions
Management

All of the above case study examples have provided opportunities for local ACDBE-certified companies to diversify their existing business into both the lounge business and aviation sector.

Phoenix Sky Harbor International Airport—Phoenix (PHX)

We also engage ACDBE-certified consultants to provide local expertise. An example of this is our partnership with Emerging Domestic Market Ventures (EDMV) in Phoenix Sky Harbor Airport. EDMV is owned and operated by Gonzalo de la Melena, who resides in Phoenix. EDMV will be engaged and contracted as management consultants to provide local vendor recommendations and management, hiring and HR consultancy, perform audits, and provide opportunities for marketing and PR. Gonzalo is also a regional board member of the Airport Minority Advisory Council (AMAC), which provides us an opportunity to tap into AMAC's resources and seek further expertise where needed.



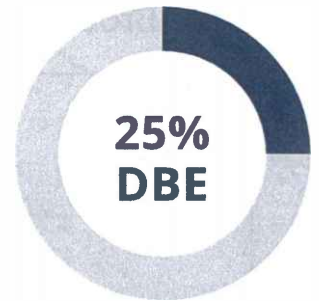
Gonzalo de la Melena
CEO, Emerging Market
Domestic Ventures

MWBE participation plan:

Airport Dimensions and JPMorgan Chase have a strong track record of supporting underrepresented businesses to achieve DBE participation goals.

We are committed to achieving a minimum of 25% DBE participation for this lounge contract with LAWA.

Our approach to achieving this goal will be to select either an MWBE general contractor or general contractor who has strong relationships with local MWBE-certified subcontractors.



MWBE case study examples

Airport Dimensions has contributed an average of 25% of overall construction spend to certified MWBE firms over the previous five lounge projects. Our contributions in our three most recent projects are listed below.

- At Charlotte Douglas International Airport for “The Club CLT” project, we achieved MBE participation of 25% and WBE participation of 13%, for a total MWBE participation of 38%. The GC was able to achieve this through subcontracting with trade professionals to perform signage, final cleaning, flooring and tile, glass and glazing, mechanical, and electrical work.
- At Cleveland Hopkins International Airport for “The Club CLE” project, which opened in September 2021 with a required minimum of 15% DBE/FBE, we achieved a total FBE of 30.6%. This was achieved using certified trade professionals for millwork, painting, electrician, and MEP subcontractors.
- At Louis Armstrong New Orleans International Airport for “The Club MSY” project, which opened in January 2020, we achieved a total DBE contribution of 17.2%. This was achieved using certified subcontractors with the trades that performed drywall, cleaning, and painting services.

JPMorgan Chase's commitment to inclusivity in action

In October 2020, JPMorgan Chase announced the \$30 Billion Racial Equity Commitment. We are bringing our multi-functional expertise to help close the racial wealth gap among Black, Hispanic, and Latino communities and to drive inclusive growth. The five-year commitment includes lending, equity, and direct funding to help grow small businesses and support diverse suppliers.

Since the commitment was made, JPMorgan Chase has deployed or committed more than \$18 billion of its \$30 billion goal. And beyond commercial resources, Black entrepreneurs now have access to more expanded mentorship resources than ever.

Army veteran, Black business owner, and Pasadena native Trévon Sailor and his younger brothers opened Sailor's Brew Coffee in 2018 but struggled to find adequate funding, visibility, mentorship, and support for his business.

Trévon turned to Chase for business and was connected with local consultants focused on mentoring minority entrepreneurs. Trévon shares that Chase, “Aside from servicing our banking needs and providing mentorship, they also support us as entrepreneurs, which a lot of times you won't see with other financial institutions.” Expanding financial coaching programs like the one that benefited Trévon and his brothers’ growing business, JPMorgan Chase helps more people achieve financial stability and meet their long-term financial goals.

Inclusivity beyond ACDBE and MWBE

Our approach to inclusivity extends far beyond key strategic partnerships such as the ones outlined in the case studies above. Whenever a new contract is awarded, we work with each airport's small business department to identify and perform outreach to local ACDBE-certified contractors who could be a good fit to support the goods and services required to support our lounge operation.

A foundational pillar of our business philosophy is supporting the communities in which we operate. We always seek to include products and services from small local community businesses.

Examples of local, specific small business partnerships we have identified for this specific opportunity are outlined in the Marketing Plan section of the RFP response.

Marc Brooks, Hyde Park Hospitality—Letter of Commitment



HYDE PARK HOSPITALITY

Los Angeles International Airport
Ref: Common Use Lounge Operator Tom Bradley International Terminal Gateway

Hyde Park Hospitality, LLC
17 N Loomis St #1A
Chicago
Illinois, 60607

Airport Dimensions
5217 Tennyson Pkwy
Suite 100
Plano, TX 75024

Date: August 2022

Subject: LETTER OF COMMITMENT - HYDE PARK HOSPITALITY, LLC

To whom it may concern,

Please accept this letter as confirmation of Hyde Park Hospitality's commitment to provide The Chase Sapphire Lounge by The Club hospitality services for the scope of work outlined in the RFP response.

HPH is an existing partner of Airport Dimensions and currently partner together in 12 of their US lounges. I can attest to the professionalism of Airport Dimensions & the integrity of the leadership team who work both in the corporate office and in the day-to-day operations.

Airport Dimensions has afforded Hyde Park Hospitality the opportunity to grow and expand our business into the lounge management business. Working alongside Sodexo, the largest lounge management company in the world has also provided our employees the opportunity to learn from the best in the industry.

Airport Dimensions were also extremely supportive during the business interruptions of the COVID-19 pandemic, and we collectively worked together to ensure our partnership was able to navigate through the financial challenges, always with a focus on doing the right thing by our employees.

HPH has an active ACDBE certification in the state of California and is excited and ready to participate in this contract.

We look forward to working with LAWA and bringing this exciting project to life.

Sincerely,

Marc Brooks
President & CEO
Hyde Park Hospitality, LLC
marc@hydeparkhospitality.com
312-217-9119

Jacques Evans, FLOH Ultra Premium Vodka—Testimonial



Los Angeles International Airport
Ref: Common Use Lounge Operator Tom Bradley International Terminal Gateway

FLOHPORT, LLC
2400 Superior Avenue, #210
Cleveland
Ohio, 44114

Airport Dimensions
5217 Tennyson Pkwy
Suite 100
Plano, TX 75024

Date: August 2022

Subject: TESTIMONIAL FOR AIRPORT DIMENSIONS – FLOHPORT, LLC

To whom it may concern,

Please accept this letter as an endorsement of Airport Dimensions for the RFP for the Common Use lounge in Tom Bradley International at Los Angeles International Airport.

FLOHPORT, LLC is an existing partner of Airport Dimensions in Cleveland Hopkins International Airport in Cleveland, Ohio (CLE). We are a 15% equity partner and provide management services to the lounge on an ongoing basis.

As the CEO and Founder of FLOHPORT, I can personally attest to the professionalism of Airport Dimensions & the integrity of the leadership team who work both in the corporate office and in the day-to-day operations.

Airport Dimensions has afforded FLOHPORT the opportunity to enter the aviation sector, diversifying our portfolio of services and providing us the opportunity to promote our liquor brands to a new set of consumers. Working alongside Airport Dimensions has provided me the opportunity to personally learn and grow as a business professional.

Airport Dimensions were also extremely communicative and collaborative during the lease contract negotiations and design & construction process. The project experienced interruptions and delays driven by both the airport and business interruptions associated with the COVID pandemic. We collectively worked together to solve these challenges and agree a path forward.

I therefore highly recommend Airport Dimensions to LAWA as a company with great business practices for inclusivity and extremely supportive of their ACDBE partners.

Sincerely,

A handwritten signature in black ink, appearing to read "JE", with several horizontal strokes extending to the right.

Jacques Evans
CEO & Founder
FLOHPORT, LLC
jevans@flohvodka.com
725-400-5560

Crystal McDonald, JCM Management Group, LLC—Testimonial

Los Angeles International Airport
Ref: Common Use Lounge Operator Tom Bradley International Terminal Gateway

JCM Management Group, LLC
1202 Camp St.
New Orleans
LA, 70130

Airport Dimensions
5217 Tennyson Pkwy
Suite 100
Plano, TX 75024

Date: August 2022

Subject: TESTIMONIAL FOR AIRPORT DIMENSIONS – JCM MANAGEMENT, LLC

To whom it may concern,

Please accept this letter as an endorsement of Airport Dimensions for the RFP for the Common Use lounge in Tom Bradley International at Los Angeles International Airport.

JCM Management is an existing partner of Airport Dimensions in Louis Armstrong International Airport in New Orleans (MSY). We are a 20% equity partner and provide HR consulting & recruitment services on a day-to-day basis.

As the CEO and Founder of JCM, I can personally attest to the professionalism of Airport Dimensions & the integrity of the leadership team who work both in the corporate office and in the day-to-day operations.

Airport Dimensions has afforded JCM the opportunity to enter the aviation sector, diversifying our portfolio and providing new business opportunities. Working alongside Airport Dimensions has provided me the opportunity to personally learn and grow as a business professional.

Airport Dimensions were also extremely supportive during the business interruptions of the COVID-19 pandemic, and we collectively worked together to ensure our partnership was able to navigate through the financial challenges, particularly with respect to the loans of my capital contributions which have been deferred and extended.

I therefore highly recommend Airport Dimensions to LAWA as a company with great business practices for Inclusivity and extremely supportive of their ACDBE partners.

Sincerely,



Crystal McDonald
CEO & Founder
JCM Management, LLC
crystal.d.mcdonald7@gmail.com
281-389-3918

Kristen Barnett, National Concessions Management, LLC—Testimonial

Los Angeles International Airport
Ref: Common Use Lounge Operator Tom Bradley International Terminal Gateway

National Concessions Management, LLC
636 South Central Avenue
Suite 105
Atlanta, GA 30354

Airport Dimensions
5217 Tennyson Parkway
Suite 100
Plano, TX 75024

Date: September 2022

Subject: TESTIMONIAL FOR AIRPORT DIMENSIONS – NATIONAL CONCESSIONS MANAGEMENT,

LLC To whom it may concern,

Please accept this letter as an endorsement of Airport Dimensions for the Common Use lounge RFP in Tom Bradley International at Los Angeles International Airport.

National Concessions Management (NCM) is an existing partner of Airport Dimensions in Hartsfield Jackson International Airport in Atlanta (ATL). NCM is the provider of staffing services that are employed at the Club ATL.

As the President and CEO of NCM, I can personally attest to the professionalism of Airport Dimensions and the integrity of the leadership team who work both in the corporate office and in the day-to-day operations.

Airport Dimensions has afforded NCM the opportunity to enter the lounge sector, diversifying our portfolio and providing new business opportunities. Working alongside Airport Dimensions has provided me the opportunity to personally learn and grow as a business professional.

Airport Dimensions were also extremely supportive during the business interruptions of the COVID-19 pandemic, and we collectively worked together to ensure our partnership was able to navigate through the financial challenges.

I therefore highly recommend Airport Dimensions to LAWA as a company with great business practices for Inclusivity and extremely supportive of their ACDBE partners.

Sincerely,



Kristen Barnett
President & CEO
National Concessions Management, LLC
Kristen.Barnett@ncm-llc.com
678-231-7842

JPMorgan Chase: Our \$30 Billion Racial Equity Commitment

JPMorgan Chase employs a differentiated framework to drive diversity, equity, and inclusion (DEI) with greater impact across communities. The firm invests in sustainable actions and has made global commitments to address the racial wealth gap and inequities—with the intention of creating an economy that works for more people and builds a business that customers and clients trust, and employees want to work for.

In October 2020, JPMorgan Chase announced the **\$30 Billion Racial Equity Commitment by the end of 2025**. The firm is bringing together its business, philanthropy, policy, and data expertise to help close the racial wealth gap among Black, Hispanic, and Latino communities and to drive inclusive growth. The five-year commitment includes lending, equity, and direct funding to help increase sustainable homeownership, expand affordable housing, grow small businesses, support diverse suppliers, improve financial health and access to banking, and build a more diverse and inclusive workforce.

Since the commitment was made, JPMorgan Chase has deployed or committed more than \$18 billion of its \$30 billion goal. This is largely driven by affordable rental housing preservation and homeownership refinance—areas where the firm had existing products and processes and could take prompt action to further our efforts.

We know that our dedication to racial equity will extend well beyond the five-year milestone in 2025.

Below are highlights from 2021:

- Deployed or committed over \$450 million in philanthropic capital globally, of which over \$345 million was in grant capital and over \$105 million in loan and equity capital
- Opened 10 new Community Center Branches, which offer resources for communities that have lacked access to traditional banking and hired more than 100 community managers
- Launched Morgan Health, a new business unit focused on improving the quality, efficiency, and equity of employer-sponsored health care
- Launched three new Diversity, Equity, and Inclusion Centers of Excellence: Advancing Hispanics and Latinos, the Office of Asian and Pacific Islander Affairs, and the Office of LGBT+ Affairs

Diversity and financial equity are core values that guide our businesses and the communities we serve, and this commitment will be a critical component of the LAX Sapphire Lounge by The Club.



JPMorgan Chase: A long-standing presence in Los Angeles

Los Angeles is a priority market for JPMorgan Chase. Colleagues from various organizations across the firm are committed to developing relationships at the local level so that we are engaged and prepared to address local issues that impact our customers and clients and incorporate relevant perspectives in how we serve all communities.

A 130+ year business relationship

JPMorgan Chase is the city of Los Angeles' main banking services provider and **has done business in the market for more than 130 years**. Our relationship with the city extends beyond a commercial agreement. It comes to life outside of our 266 branches in the region, most notably in 2021 with the grand opening of Crenshaw Community Center.

A focus on the community

The Community Center provides traditional banking services but also serves as a gathering space for community events and educational opportunities, including a financial health training for a group of city employees—just a small subset of the nearly 3,000 city residents to attend such sessions. Additionally, through a partnership with **Destination Crenshaw**, Chase is providing financial resources and training to local artists, also at the center.

A commitment to inclusivity

Outside of the center, JPMorgan launched the Minority Entrepreneurs, providing 15,000 loans to minority-owned small businesses, as well as the Summer Youth Employment Program with a \$300,000 grant to UNITE-LA to partner with L.A.'s top STEAM employers, high schools, and community colleges to improve employment outcomes for BIPOC youth in the area. Additionally, we are a leading funder of the Entrepreneurs of Color Foundation, **providing a grant of \$2.65 million** for the organization to provide loan capital to historically disadvantaged small business owners.

JPMorgan Chase is in relentless pursuit of advancing a stronger financial system and inclusive economy that celebrates and empowers individuals. As part of that, we are thrilled to have partnered with the Hollywood Park Foundation and the Kroenke Family Foundation as the presenting partner of the Kinsey African American Art and History Collection at the SoFi Stadium in Inglewood. This partnership reinforces our commitment to a city and community with a rich cultural history and connects that history to the present day and into the future.



2021 by the Numbers: JPMorgan Chase in Los Angeles



\$14.9M total city
investments in Los Angeles
in 2021



\$11.32M total grant
contributions to Los Angeles
nonprofits in 2021



131 unique
community partners across
Los Angeles

Added **10** community branches  throughout Los Angeles (the most of any market in 2021)

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Nancy J. Knipp's resume

NANCY J. KNIPP | 5217 Tennyson Parkway, Suite 300 | (214) 850-8112

PERSONAL PROFILE

An accomplished Senior Executive, with an outstanding track record of driving unparalleled levels of growth and customer service, specializing in the hospitality, airport lounge, and airline industries. Possesses extensive experience in P&L and financial management, international business, strategic planning, negotiations, marketing and advertising, business development, and guest experience. A dynamic team leader and articulate communicator, with a talent for developing highly motivated teams to achieve unified goals across global regions. An effective and innovative leader in business change. Embraces new challenges and employs exceptional executive level decision making. Aligns new products and services driving increasing profit margins.

KEY SKILLS

People Leadership: Demonstrated success with hiring and building strong teams, ranging in size from five to over 600 resources, investing in their skills development as a vital route to boosting performance across all business units. Retained talent by engaging fully with every team member, building openness and loyalty with a team wanting to succeed for everyone's benefit.

Interpersonal Skills: An adaptable and effective communication style to different personalities and positions, adjusting instantly to the mood in any meeting or event. The ability to strike a judicious balance between "EQ" and "IQ," based on vast exposure to people at all levels of a large international corporation.

Business Change: A strong record of leading numerous major restructurings to successful outcomes. Capable of achieving change without alienating talented resources, achieved through consistent demonstration of sincerity, honesty, and integrity. Sets a personal example for others to follow, illustrating a positive approach to collaboration, so that its benefits become clear to others.

Multicultural: Extensive knowledge of international business complexities, having lived and worked in Asia-Pacific and Japan for seven years and responsible for the Admirals Club and Premium Services in 14 countries throughout Europe, Latin America, and North America. An ability to quickly adapt, with exceptional dexterity, to diverse cultural business environments.

Results Focus: Consistently motivates teams to want to achieve more, setting aggressive goals and being at the forefront of achieving them. Highly perceptive in being the first to identify and quickly pursue new commercial opportunities.

Operational Management: Set the highest standards for customer service and hospitality, positively impacting high-value customers overall experience, as demonstrated by Customer Satisfaction Survey data rating the Admirals Club staff at 86% or above consistently.

Nancy J. Knipp's resume, continued

Nancy J. Knipp, Page 2

**Airport Lounge Development
President**

2013-

Responsible for all aspects of Airport Lounge Development business operation and growth. Develop and drive the lounge network growth strategy, customer experience product standards and delivery, and position ALD in the forefront of the U.S. Independent lounge operator industry.

Identify and negotiate appropriate business partnerships and joint ventures to support

American Airlines

President and Managing Director, Admirals Club and Premium Services, Fort Worth, Texas

2004-2012

Directed and responsible for P&L with revenues in excess of \$200M, operations, sales, and marketing efforts for the Admirals Club, Flagship and Arrival Lounges, Concierge Key, and Five Star products. Directed a capital investment budget in excess of \$50,000,000 annually. Oversaw a staff of 650, based in 14 countries. Implemented product-placement agreements, adding products and services to enhance the guest experience while reducing operating expenses. Opened joint lounges with British Airlines, Iberia Airlines, and Japan Airlines in Denver, Miami, Philadelphia, and Honolulu

- Developed and implemented industry-leading VIP assistance products, Concierge Key and Five Star.
- Achieved a 30% profit performance with Admirals Club.
- Implemented a hospitality-focused training and initiative across American Airlines VIP Assistance Products, Club and Lounge products.
- Redefined marketing efforts to create a 10% growth in membership, surpassing all previous membership revenue records.
- Increased operating revenue by 78 % through in-club advertising and marketing, improved food and beverage sales, and introduction of variable membership options, such as the one-day pass and 30-day membership.
- Represented the company in finance, product development, and commercial terms negotiations with oneworld and other partners.
- Overseeing a project totaling \$25,000,000, secured the joint investment and development of Premium First Class and Business Class Lounges in the Miami International Airport.
- Collaborative negotiations resulted in a unique lounge-access agreement with Japan Airlines for the Chicago O'Hare First-Class Flagship Lounge and Admirals Club.
- Negotiated joint lounge development and investment in Buenos Aires, Argentina, with LAN Airlines and Iberia Airlines.

Nancy J. Knipp's resume, continued

Nancy J. Knipp, Page 3

Managing Director, Tokyo, Japan

2002-2004

First woman Managing Director and first management change in the history of American Airlines' Japan Region. Oversaw entire business entity for AA in Japan. Redefined Japanese business strategies, adapting to a changing market environment. Managed local senior-level relationships with Japan Airlines. Represented the company in Narita airport terminal relocation negotiations with airport directors. Achieved three national advertising awards. Negotiated a \$2,800,000 reduction in leisure account incentive payments while maintaining revenue market share performance. Generated 41% productivity improvement within the company's Japan reservations unit.

- Redirected the sales and marketing focus to achieve a 165% revenue-productivity improvement
- Reduced operating costs by \$2,500,000 in 2003-2004 through \$628,000 in negotiated salary concession, \$257,000 in savings from staffing changes, and \$1,600,000 in savings in real estate and airport operating costs.

Managing Director of Asia Pacific, Hong Kong,

1998-2002

Directed sales, marketing, advertising, finance, and business development across 13 countries in the Asia-Pacific Region. Redefined marketing and sales strategy, generating 45% revenue growth. Represented local leadership in the Hong Kong – USA open-skies discussions. Managed the start-up of a new San Jose, California-to-Taipei, Taiwan, route, representing the company in discussions with EVA Airways.

District Sales Manager, Los Angeles, California,

1995-1998

Responsible for over \$130,000,000 in revenue. Managed a sales staff consisting of six area sales managers and three national account managers. Achieved 200% year-over-year earnings increase in the Los Angeles and Guadalajara markets. Negotiated global travel agreements with companies in the entertainment and defense industries.

Manager Roles in Sales and Operations, Minneapolis, Chicago, Tampa, and Dallas

1980-1995

Chris Gwilliam's resume

Chris Gwilliam Dallas, TexasEmail: chris.gwilliam@airportdimensions.com Cell: 6469322457**VP Business Development Strategy/Projects | Director Business Improvement | Leader for Delivering high quality Customer Experience**

A highly organized and motivating leader, I use my energy to develop and implement strategies of continual business development improvement. With eleven years of strategic development experience and nine years multi-site operations management I am perfectly equipped to lead brands to smooth growth and operating excellence. Leadership, planning to win, ideas to solidify profitable customers and develop long-term loyal relationships, strong communication and great execution are my guiding principles. I value a people first, positive work culture. Successful International and USA based leadership experience delivering best in class customer experience.

Career Progression

VP, Global Business Development	Airport Dimensions	Dallas, TX	2019 - Current
VP Strategy & Projects	Snap Kitchen	Dallas, TX	2016 - 2019
Director of Operations	Snap Kitchen	Dallas, TX	2014 - 2016
Director of Retail Development	Hale & Hearty	New York, NY	2014 - 2014
Director of Operational Projects	Pret a Manger	New York, NY	2010 - 2014
Operations Manager	Pret a Manger	New York, NY	2009 - 2010
Operations Manager	Pret a Manger	London, UK	2006 - 2009
Retail Business Manager	Mitchells & Butlers	London, UK	2004 - 2006
Graduate Trainee	Mitchells & Butlers	Birmingham, UK	2002 - 2004

Career Highlights**Vice President, Global Business Development: Airport Dimensions Feb 2019 – Present**

Airport Dimensions: www.airportdimensions.com Global specialists in designing, building and operating shared-use lounges and airport experiences. From comfortable lounges to restful sleep pods, from convenient food ordering to contactless collection of duty free, we want to improve a traveler's visit – while critically helping airports maximize non-aeronautical revenue opportunities, retain airlines and become more competitive.

Responsibilities:

- Lead AD's planning and execution of strategies to profitably grow the airport lounge & experience network
- Develop and execute strategies to effectively engage state and local government officials and key decision makers, influencers and stakeholders in airport authority decision making
- Proactively manage competitive intelligence
- Identify strategic partnerships that support AD's network growth
- Provide guidance and direction to Director Business Development and Client Manager
- Effectively negotiate AD's position with Airport Authorities in relation to lease terms and financial obligations
- Develop and execute on a strategic plan for establishing and maintain relationships with relevant decision makers in advance of RFPs or other opportunities for common-use lounge development
- Develop an airline access pricing strategy that aligns with AD's lounge operating costs and ensures a strong and sustainable margin

Chris Gwilliam's resume, continued

Vice President – Strategy & Projects: Snap Kitchen
2019

March 2016 – Feb

Snap Kitchen: www.snapkitchen.com 'The One Stop Healthy Meal Shop' was founded in Austin, Texas in 2010. Snap Kitchen has 36 retail locations across Texas and Philadelphia whilst also partnering with Wholefoods southwest region. Each location is focused on delivering highly engaging customer experience that generates return business. Annual revenues of \$50M with a world class digital platform now accounting for 50% of revenue. Retail stores are serviced with fresh food daily from regional central kitchens.

Responsibilities:

- Develop strategy plans to support business development growth and continual business improvement
- Lead cross-functional project teams to execute plans with key metrics and ROI
- Create board level presentations including financial analysis and updates on objectives
- Lead strategy off-sites where we have an annual two-day session where we plan our strategic business initiatives for the year. We then have a quarterly one-day session to review progress and update as needed.
- Lead strategic sessions in conjunction with the C-Suite team. This includes planning the agenda, coordinating the pre-work, facilitating the sessions (often we engage an external facilitator) to ensure we maximize the sessions.
- Developing roadmaps following the sessions, documenting each initiative, ensuring owners and teams are assigned along with timelines and financial objectives. Ultimately ensure that each of the initiative's financials tie-in to the annual budget and business plan.
- Lead bi-weekly check-in sessions for the team to present progress on the initiatives, discuss any roadblocks and get input from the wider team to keep them on track.
- Support financial analysis on the initiatives to understand if we've achieved what we intended.

Key Achievements:

- Created a wholesale **business channel from scratch implementing successful pilots with Starbucks, Wholefoods and Aramark and opening a potential \$14M annualized revenue stream.**
- Led the USDA certification process, enabling the opportunity for the Wholesale business channel
- Project managed the opening of a 30,000sq ft central USDA certified commissary kitchen on a 90-day time deadline and within \$1.2M investment budget.
- Opened a new fulfilment & distribution centre & implemented centralized picking & packing of ecommerce orders with a 99.97% accuracy rate facilitating revenue stream growth to 20% of mix
- Outsourced all distribution operations to a 3rd party logistics specialist, achieving a 99.9% on time delivery record while remaining cost neutral.
- Implemented a new compostable packaging solution reducing plastic usage by 500,000lbs a year with only a 0.1% margin impact on cost of goods and generating significant PR for the brand.
- Sponsored multiple lean process & procurement initiatives leading to a 23% reduction in kitchen labour (\$1.8M annualized saving) and a 11% reduction in food costs (\$1.4M annualized saving).
- Mentor to four Directors of Operations, three of which were internally promoted

Director of Store Operations – Texas

Nov 2014 – March 2016

Responsibilities:

- Annual sales turnover of \$40M across 30 stores in three markets
- Line management of three Director of Operations and responsibility for 300+ employees

Key Achievements:

- Opened fourteen new retail stores in one-year, growing revenues from \$25M to \$40M and creating a turnkey new store opening process
- Successfully transitioned to a new 9,000 ft. commissary kitchen location in Dallas
- Implemented a new ERP system reducing food waste from 17% to 10% and increasing service levels from 85% to 93%.
- Promoted two Directors of Operations, twelve general managers and sixteen key leads

Chris Gwilliam's resume, continued

- Created and implemented a region wide local store marketing program designed to acquire new customers and track redemption rates leading to a 6% same store sales growth rate.

Director of Retail Business Development - Hale & Hearty**May 2014 – Nov 2014**

Hale & Hearty: www.haleandhearty.com New York's leading 'soup' fast casual restaurant brand providing a daily rotating menu from a bank of 300+ soups, a build your own salad bar and freshly prepared sandwiches. The 22 retail stores are serviced daily from the Brooklyn based Commissary kitchen where the soups are manufactured daily. Recruited by the CEO (previous line manager at Pret a Manger) to head up the business turnaround efforts.

Responsibilities:

- Create and implement initiatives designed to increase revenue and simplify operations
- Functional responsibility for Menu Innovation, Supply Chain and Ops Development

Achievements:

- Led a complete brand refresh initiative overhauling store design in two new stores and two existing store refurbishment projects resulting in a 10% increase in sales performance.
- Overhauled product categories increasing sandwich sales by 10% and bakery sales by 15%
- Supply chain contracting and consolidation realizing over \$200k / 2% in annual savings
- Re-structured team, recruiting a supply chain specialist and menu development manager

Director of Operational Projects - Pret a Manger**Feb 2010 – April 2014**

Pret a Manger: www.pret.com The UK's leading provider of freshly prepared grab and go sandwiches, salads, coffee and breakfast items. Founded in 1986 with a mission to create healthy food free from artificial preservatives, Pret operates over 400 stores in the UK, US, Hong Kong & France. Joined as a store General Manager but promoted to a Regional Manager after attending an assessment centre during training period. Asked to re-locate to US to support expansion initiatives.

Responsibilities:

- Lead the Operational Services team to deliver a best-in-class store support service
- Operate and evaluate tests of new concept innovation designed to grow sales and reduce operational complexity
- Complete key documentation including proposals, project briefs, budgets, training materials

Key Achievements:

- Doubled hot food sales by developing a highly visible, efficient grab and go merchandizing unit and heated bakery counter accompanied by an integrated hot food, marketing and training plan
- Grew company wide coffee sales by over 10% through a coffee project introducing new equipment, new product development, marketing and training program
- Designed a catering program achieving \$1M in first full year and 35% growth in year two
- Implemented a new store opening 'turn-key' program smoothly opening 25 new stores in a two-year period across New York, Washington DC, Chicago and Boston.
- Led a company-wide biometric time and attendance system roll-out improving DOL compliance
- Developed a front of house and back of house recycling and composting program achieving an 'Innovation of the Year' finalist nomination from the NRA in 2013

Operations Manager, New York**Feb 2009 – Feb 2010****Responsibilities & Key Achievements:**

- Annual sales turnover of \$18m and \$7.5m gross profit across 9 stores
- Line management of 9 General Managers, 4 Assistant Managers and 160 team members
- Opened 3 new stores in year one including the 'flagship' Union Square location which became the largest revenue producing store in week one

Operations Manager, London**Nov 2006 – Feb 2009****Responsibilities & Key Achievements:**

- Annual revenue of £14m (GBP) and £6.2m (GBP) of profit across 11 stores
- Line Management responsibility of 10 General Managers

Chris Gwilliam's resume, continued

- Selected as the test area for major company initiatives including a new production system designed to improve product freshness, increase menu availability and control waste in addition to a management structure change with better definition of roles, responsibilities and key metrics.

Retail Business Manager, London, England – Mitchells & Butlers

July 2004 – Nov 2006

Mitchells & Butlers: www.mbplic.com The UK's largest operator of restaurants, pubs and bars with over 1700 corporate locations across 17 brands and operating formats generating over \$2 billion in annual revenue. A publicly traded company in the UK FTSE 100. Following an extensive assessment process, I was selected for the highly competitive Operations Management graduate trainee program.

Responsibilities & Key Achievements:

- Responsibility for £4.7m of annual sales budget and £1m of management profit in 14 businesses
- Line Management responsibility for 14 General Managers

**Graduate Trainee, Birmingham, England
2004**

Sept 2002 – July

Completed secondments in Human Resources, Marketing, Finance and Real Estate designed to give a rounded education and understanding on all parts of the business to fast track into operations management. The longest of these was a six-month secondment in Marketing where I helped develop the brand standards and food and beverage menus on the newly launched 'gastro' pub brand, which was the companies fastest growing concept.

Education & Qualifications

University of Nottingham & University of Illinois (exchange program)
BA (Hons) American and English Studies, 2:1

Sept 1997 - July 2000

Pocklington School, Pocklington, England

Sept 1990 – July 1997

- Vistage executive organization member from 2012 -2014
- Situational Leadership, Business Influencing Skills, Leadership, Managing Performance Courses
- NYC Marathon finisher 2013
- Climbed Kilimanjaro in 2005
- Extensive world travel during gap year from 2000-2002
- Competent in all Microsoft office programs and frequent user of Excel and PowerPoint

Charlotte Jensen's resume

CHARLOTTE JENSEN

760-410-7123 | cj@guestblueprint.com | linkedin.com/in/charlotte-jensen

PROFILE

- ✓ Action oriented, multi-lingual, client centric executive offering a rich history of success in leading change and forming strong global foundations in the aviation, sports & entertainment, education and commercial real estate industries.
- ✓ Strong business acumen with the ability to execute a wide range of operational, financial, sales and marketing strategies designed to establish market presence and enhance both EBITA and top line revenue while positioning organizations for new and organic growth.
- ✓ A proven, energetic and dedicated performer who easily pivots from vision to strategy ending in execution and follow through. Clear and direct communicator with a bold, successful transparent approach, internally and externally.
- ✓ 27 years of experience in service facility operations, hospitality leadership and executive sales management running and developing high-performing executive teams in niche strategic markets.
- ✓ Growth driven leader focused on client advocacy and transparency, internally and externally.
- ✓ Dedicated and passionate DE&I leader focused on advocacy and mentorship.

AREAS OF EXPERTISE

Corporate Restructure + Team Development
 Organic Revenue + EBITA Growth
 Facilities Management
 Global Sales Strategies and Delivery
 Union Negotiation and ERISA Trust Funds

Vertical Market Development + Growth
 Luxury Hospitality
 Tactical Market Planning
 Cost Containment
 P&L Overhaul and Improvement

AIRPORT DIMENSIONS, San Diego, CA**CXO | 2020 - current**

Contracting as the CXO for AD on the JPMC partnership ensuring we build and deliver a world class guest experience in the new Chase Sapphire Lounge by the Club.

- Partnering with JPMC on bringing the new joint brand to life for our guests
- Liaison with Architects, Design and Construction, Operations and Authorities
- Developing custom guest experience, F&B planning, and sustainable sourcing
- Outsourcing and cost reduction solutions
- Analyzing client insights, market trends and overall customer blueprint
- Digital innovation ideation centered on guest satisfaction feedback
- Airline Lounge design & construction and operational validation
- Review and identify minority and ACDBE partners and supply chain guidelines

SODEXO USA, Gaithersburg, MD**CEO, Global Airline Lounges | 2018 - 2020**

- Operating volume = \$500M @ 7.5% EBITA
- Managed 5 VPOs, CFO, VP HR, VP Marketing | 90 indirect and 7,500 line staff
- Portfolio 70% Food and Beverage / 30% Facilities Management
- Attained 14% YOY compounded growth
- Renegotiated existing 90% fee contracts to pass through/cost plus increasing UOP by 3%
- Responsible for 130 domestic and 10 global airport lounges in portfolio
- Restructured management team creating unique, niche Hospitality expertise
- Cross functional strategic oversight of Hospitality, Operations, Finance, Sales, Marketing, and HR
- Oversaw refreshed segment value proposition and sales strategy

Charlotte Jensen's resume, continued

CHARLOTTE JENSEN

CEO, Sports & Leisure | 2017 - 2018

- o Operating volume = \$300M @ 5.5% EBITA
- o Managed 3 VPOs, VP HR, VP Finance, VP Marketing | 55 indirect reports and 4,500 line staff
- o Partnered with private and public organizations, museums, convention centers, professional sports venues and concert halls

ABM INDUSTRIES, INC. NY, NY (acquired OneSource)**SVP OPERATIONS, SPORTS & ENTERTAINMENT | 2011 - 2017**

- o Operating volume = \$150M @ 5% EBITA
- o Created ABM's S&E vertical market in the US growing it into the UK and Germany
- o Consistent YOY top line growth from 10% - 15%
- o Managed 5 Direct reports, 25 indirect and 3,700 line staff
- o Oversaw strategic development of global operations and sales teams
- o Partnered with C Suite NFL, NHL, MLB, NBA and MLS owners and venue operators

ONESOURCE FACILITY SERVICES, Atlanta, GA (acquired ISS N.A.)**VICE PRESIDENT, STRATEGIC SALES | 2008 - 2011**

- o Doubled annual sales volume for US Region from \$150M to \$300M
- o Headed up national sales for all CRE partners incl., JLL, CBRE, JCI, Cushman & Wakefield, The Irvine Company, Brookfield, Kaiser Permanente, The Related Companies, Westfield, Simon Properties, Alexandria Real Estate and BioMED Realty.
- o Leveraged operations background to communicate clear, strategic vision that optimized markets and operational footprint
- o Oversaw strategic business development focus mapped to company capabilities and strengths + marketing/sales processes

VICE PRESIDENT, OPERATIONS | 2000 - 2008

- o Grew region from \$60M to \$150M in seven years with over 350 customers
- o Managed ten direct reports, 36 indirect management reports with approximately 3,500 employees
- o Maintained operating profit averaging 6% to 8.5% net operating income
- o Implemented corporate and regional business growth strategies and developed and completed operational improvement initiatives
- o Negotiated all regional SEIU Union contracts
- o Maintained regional customer retention above standard of 97%

ISS FACILITY SERVICES, NY, NY**Career Experience:**

- o **Regional Controller** - Nor Cal & Pacific NW (1996-2000) • **JDE Systems Support Manager** - Atlanta, GA. (1995-1996) • **Tax Accountant** - Atlanta, GA. (1994-1995) • **Benefits Analyst** - New York, NY. (1992-1994)

EDUCATION**BS in Business Administration + Minor in Spanish**

Susquehanna University (1989 - 1992)

Advanced Spanish

University of Malaga, Spain (1988 - 1989)

ACHIEVEMENTS

Board Member at Stuart Dean Company

Executive Board Member at Synergy4wbo

ERISA Trustee on SEIU Employers Trust Fund 2000 - 2017

Executive Sponsor, Sodexo Organization for Latinos EBRG

Appointed by Sodexo Chairwoman to Global Gender Balance and D&I Leadership Team

Member of ABM President's Strategic Leadership Council

Founded the "ABM Women in Leadership Council" in 2014

PERSONAL

Fluent in Danish and Spanish

US and Danish Citizen

Married with 13-year-old son and 30-year-old stepdaughter

Open to Relocation

Laura Banse's resume

Laura Banse

e: laura.banse@airportdimensions.com

t: 469.476.6789

Empowering and inclusive leader with over 25 years of aviation experience, known for strategic thinking and data-driven decision-making. Experience spans technology, marketing, airport construction and high-end lounge design with specialized expertise in enhancing the customer experience.

EXPERIENCE

2019 - Current

Airport Dimensions – Plano, Texas *Director, Global Design + Construction*

- Full oversight of all of Airport Dimensions new lounge design and construction, refurbishment and expansion projects
- Develop the projected capital investment budget and timelines by location
- Develop long-range facility plans based on company growth and future needs
- Responsible for ensuring projects meet established project schedules and capital investment budgets
- Effectively manage relationships among multiple internal stakeholders and external vendors (IT teams, facilities teams, field operations, and F&B vendors) to meet their respective objectives and needs
- Establish Airport Dimensions global lounge brand standards

2014 - 2017

American Airlines – Fort Worth, Texas *Senior Manager, Customer Experience Delivery*

- Design Next Generation Airport automation and ticket counter designs to improve customer experience and speed of customer check-in
- Worked within a collaborative team including Marketing and Corporate Real Estate to rebrand 300+ airports with new millwork designs and refresh gate holdrooms and removal of all US Airways customer facing signage prior to merger cutover date
- Provide IT with business requirements and strategy roadmap for Next Generation automation such as kiosk self-tagging, automated bag drop, mobile agent devices, gateside kiosks and digital signage
- Apply design thinking and Agile process to drive technology innovation that enables enhanced customer service
- Close collaboration with Legal Department and Government Affairs on industry changes and lobbying efforts to improve the airline industry on behalf of customer policies

2006 - 2014

American Airlines – Fort Worth, Texas *Senior Manager, Premium Customer Services*

- Developed and launched ConciergeKey program for American's most elite customers to ensure a seamless customer experience
- Developed and secured new business relationships with strategically aligned companies to provide additional value for Admirals Club members
- Added financial stability and ensured capital investments to Admirals Club business unit by negotiating and implementing multi-year agreement with a leading Credit Card issuer for lounge access
- Leveraged American's CRM database to target potential AAdvantage members for Admirals Club membership conversion; achieved 20% YOY membership growth during 5 years of responsibility

2003 - 2006

American Airlines – Fort Worth, Texas *Marketing Analyst*

- Led campaigns leveraging American's largest channels such as AA.com, email, inflight TV, audio and magazines to educate customers about American's products, services, network and high value customer programs
- Developed strategy for acquiring and retaining online customers, growing email subscriber lists and driving incremental travel bookings through promotional activities
- Increased promotional registrants, opt-ins and viral activity of interactive promotions by 36% through utilization of email marketing, direct mail, online ad buy programs
- Managed large agency relationship and online ad buy and search budget
- Account manager responsible for \$20M in annual mileage revenue for hotel, rental car and retail partners

Laura Banse's resume, continued

- 2001 - 2003 **American Airlines – Fort Worth, Texas**
Admirals Club Manager
- Managed the Admirals Club / Elite Services organizations in ATL and LAX to ensure members and guests were provided with high quality service
 - Oversaw club staff and guest volumes of 1,000+ per day
 - Responsible for monthly P&L reporting, facility issues, staffing, bar/liquor law compliance
 - Assisted family members impacted by 9/11 navigate emergency travel

- 1995-2003 **American Airlines – Fort Worth, Texas**
Analyst
- Financial analyst in various departments including Pension Administration, Marketing and Admirals Club

EDUCATION

Bachelor of Arts; Business Management
 Texas A&M University - College Station, Texas

VOLUNTEER WORK

Dallas Court Appointed Special Advocate (CASA)
 Scottish Rite Hospital Fundraising

NOTABLE DESIGN AND CONSTRUCTION PROJECTS

- 2022 **PHX Chase Sapphire Lounge by The Club (Ongoing):** Phoenix Sky Harbor Airport, AZ
JFK Chase Sapphire Lounge by The Club (Ongoing): John F. Kennedy International Airport, NY
CLT Concourse A The Club CLT: Charlotte Douglas International Airport, NC
- 2021 **SFO Terminal 1 The Club SFO (Ongoing):** San Francisco International Airport, CA
BOS Chase Sapphire Lounge by The Club (Ongoing): Logan International Airport, MA
LGA Chase Sapphire Lounge by The Club (Ongoing): LaGuardia Airport, NY,
SAN Chase Sapphire Lounge by The Club (Ongoing): San Diego International Airport, CA
- 2020 **MSY Concourse A The Club MSY:** Louis Armstrong New Orleans International Airport, LA
- 2019 **BUF Main Terminal The Club BUF:** Buffalo Niagara International Airport, NY
CHS Main Terminal The Club CHS: Charleston International Airport, NC
JAX Concourse A The Club JAX: Jacksonville International Airport, FL
LAS Terminal 1D The Club LAS: Harry Reid International Airport, NV
SJC Terminal A The Club SJC: Normal Y. Mineta San Jose International Airport, CA
- 2018 **American Airlines Biometric Gate Boarding; LAX, ORD, MIA**
- 2016-2017 **American Airlines Check-in Areas Redesign; 25 Airports including all American Airlines hubs and gateways**
- 2015 **American Airlines / US Airways Merger: All Customer Facing Rebranding; 300 Airports US and Global**

James Zackey's resume

James Zackey

Cell: 469.847.0310 Email: james.zackey@airportdimensions.com

Summary

Marketing & Communications Professional
Production/Project Manager, Technical Director, Executive Producer
Creative in the visual and experience space
Talent Manager, Creative Director, Client advocate

Airport Dimensions: 2016 – current Director Marketing Americas

Responsibility for all marketing, PR and advertising activities across Airport Dimensions Americas. They establish the short-, mid-, and long-term marketing objectives and develop a budget to support required activities and spending. Developing marketing strategies to support AD's network growth and new product introductions. The Marketing Manager Americas works directly with external marketing and PR departments within Airport Authorities to support AD's initiatives and network growth. They organize and oversee AD's participation on industry events negotiating exposure of AD through promotional material, participation in workshops, individual event speaking opportunities, sponsorship and participating in exhibit hall booths and events. Responsible for all media/PR coverage within the Americas working with external media/PR agency to develop media / PR strategy, messaging, and individual press releases. Leads the execution of AD and AD/Chase RFP proposals from start to finish, driving collaboration with the stakeholders and leveraging the right internal and external processes.

36g Agency: 2015 – 2017 Owner/consultant

Audience Innovation – business development/marketing consultant
SCPS – Project X creative/development consultant
Ponder Agency – Strategic brand awareness
Ericsson North America – Learning & Development marketing communications

American Airlines: 1991 -2014 Global Advertising & Promotions

Experienced in providing creative and production services support for promotional and advertising efforts. Provided guidance, analysis and counsel toward preserving the integrity and strength of the brand. Account manager to internal clients and Producer/relationship manager to external creative agencies and suppliers. Designed event experiences and conferences attended by industry insiders and/or consumers. Technical director/airline expert for TV/digital broadcast. Liaison with VIP and C level talent. Responsible for overall effective presentation. In general, I provided continuity, guidance, expertise and experience to marketing programs/initiatives and ad hoc projects representing American Airlines.

Education

GEORGE MASON UNIVERSITY – Fairfax, VA
UNIVERSITY OF NORTH TEXAS – Denton, TX

T. Christiaan Bovard's resume

T. Christiaan Bovard

e: christiaan.bovard@airportdimensions.com

t: 214.755.4300

EXPERIENCE

2020–Current

Airport Dimensions – Plano, Texas *Manager, Design + Construction*

- Oversee the design and construction of multiple lounge locations including Airport Dimension's co-branded lounges
- Act as Owner's rep and main point of contact with airports for all construction-related activities
- Responsible for ensuring projects meet established project schedules and capital investment budgets
- Prepare construction RFPs, interview general contractors, evaluate contractor bids, and negotiate construction contracts
- Effectively manage relationships among multiple internal stakeholders and external vendors (IT teams, facilities teams, field operations, and F&B vendors) to meet their respective technical requirements
- Assist with assessment of viability of potential new facility projects, establish capital investment budgets and timelines
- Provide monthly cashflow forecasts and report potential risks to budgets/project schedules to senior leadership team
- Review design deliverables for uniformity across lounge brands

2012–2020

American Airlines – Fort Worth, Texas *Principal Project Manager - Airports and Lounges, Global Marketing*

- Led the design and construction of American Airlines' portfolio of airport lounges for the Global Marketing department focused on delivering a premium end-to-end experience for American's most valued customers
- Successfully completed new facility builds and capital refurbishment projects for 20-plus international and domestic lounges (Admirals Club, Flagship Lounge, Arrivals Lounge products) totaling \$250 million in project costs
- Launched American Airlines' Flagship Lounge concept—the first-of-its-kind First and Business Class lounge for a US based carrier
- Established a new set of design standards and specifications for American's international network of nearly 50 lounge facilities
- Approved proposed lounge designs while closely working with A/E teams to provide input and brand direction to maintain consistency across projects
- Conducted multiple in-depth reviews of design deliverables to ensure construction documents were coordinated across all disciplines
- Responsible for the selection, procurement, delivery and installation of owner furnished FF&E items

2004–2012

NR2 Architects - Dallas, Texas *Project Architect*

- Managed and coordinated multiple consultants throughout design phases while focusing on overall project quality and timely delivery
- Participated in all levels of project management, including design, project coordination, production of construction documents, specifications and construction administration

QUALIFICATIONS

Registered Architect (Texas Registration #22300)
LEED® Green Associate™ (GBCI #10101426)

EDUCATION

Masters of Architecture
University of Oregon - Portland, Oregon

Bachelor of Environmental Design
Texas A&M University - College Station, Texas

T. Christiaan Bovard's resume, continued

T. Christiaan Bovard

e: christiaan.bovard@airportdimensions.com

t: 214.755.4300


NOTABLE PROJECTS


- 2021** **SFO Terminal 1 The Club SFO (Ongoing):** San Francisco International Airport, CA, USA
BOS Chase Sapphire Lounge by The Club (Ongoing): Logan International Airport, MA, USA
LGA Chase Sapphire Lounge by The Club (Ongoing): LaGuardia Airport, NY, USA
- 2020** **SFO Terminal 1 Admirals Club:** San Francisco International Airport, CA, USA
DFW Terminal E Admirals Club: Dallas/Fort Worth International Airport, TX USA
LGA Terminal B - Concourse A Admirals Club: LaGuardia Airport, NY, USA
PHL Concourse A-West Flagship Lounge: Philadelphia International Airport, PA, USA
- 2019** **BOS Terminal B Admirals Club:** Logan International Airport, MA, USA
DFW Terminal D Admirals Club: Dallas/Fort Worth International Airport, TX USA
PIT Admirals Club: Pittsburgh International Airport, PA, USA
DFW Terminal D Flagship Lounge: Dallas/Fort Worth International Airport, TX USA
- 2018** **DFW Terminal A Admirals Club:** Dallas/Fort Worth International Airport, TX USA
MIA Terminal D Admirals Club (D30): Miami International Airport, FL, USA
- 2017** **JFK Terminal 8 Admirals Club:** John F. Kennedy International Airport, NY, USA
LAX Terminal 4 Admirals Club: Los Angeles International Airport, CA, USA
LAX Terminal 5 Admirals Club: Los Angeles International Airport, CA, USA
ORD Terminal 3 Concourse H/K Admirals Club: O'Hare International Airport, IL, USA
MIA Terminal D Flagship Lounge: Miami International Airport, FL, USA
JFK Terminal 8 Flagship Lounge: John F. Kennedy International Airport, NY, USA
LAX Terminal 4 Flagship Lounge: Los Angeles International Airport, CA, USA
ORD Terminal 3 Concourse H/K Flagship Lounge: O'Hare International Airport, IL, USA
- 2016** **PHX Concourse N1 Admirals Club:** Phoenix Sky Harbor International Airport, AZ, USA
LHR Terminal 3 Arrivals Lounge: Heathrow Airport, London, England
GIG Admirals Club: Galeão International Airport, Rio de Janeiro, Brazil
MIA Terminal D Admirals Club (D15): Miami International Airport, FL, USA
- 2015** **GRU Admirals Club:** Guarulhos Airport, São Paulo, Brazil
- 2014** **LAX Regional Terminal Admirals Club:** Los Angeles International Airport, CA, USA
EZE Admirals Club: Ezeiza International Airport, Buenos Aires, Argentina
- 2013** **STL Admirals Club:** Lambert International Airport, MO, USA


Carol Thiel's resume


CAROL THIEL

ACCOUNTING & FINANCE PROFESSIONAL

214.454.3220 

carol.thiel@airportdimensions.com 

1625 Pecos Drive,
Southlake, TX 76092 

www.linkedin.com/in/carolcthiel 

SKILLS

Financial & Data Analysis

P&L Management

Budgeting and Forecasting

Accounting Close Process

Strategic Planning

Financial Reporting

Operational Finance

IT Implementation

Supplier Management

Business Development

Internal & External Audit

Project Management

Contract

Negotiation

Merger Integration

LICENSES

Certified Public Accountant
(CPA), Kentucky License #6230
Active 1994 - Present

PROFESSIONAL PROFILE

Multifaceted, hands-on Accounting and Finance professional that thrives working side-by-side in a team environment and has a history of delivering high-value projects that improve the bottom line and increase productivity.

EXPERIENCE

AIRPORT DIMENSIONS | Plano, TX | 2020 - Current
Division Finance Controller, Americas
 Lead the overall financial planning and accounting organization. Oversee financial reporting, airport reporting, financial analyses and annual audits. Develop and monitor KPIs to track health of the business.

AMERICAN AIRLINES | Fort Worth, TX | 1995 - 2016
Division Finance Controller, Marketing
 Guided capital and operating budget creation, financial analyses, financial reporting and accounting activities for \$600M organization comprised of Admirals Club, Advertising & Brand, American Airlines Vacations, Onboard Food & Beverage and Inflight Entertainment.

- Led short-term forecasting process to support earnings per share guidance given by Investor Relations to industry analysts
- Managed partnerships and contract negotiations with American Express and Citibank for airport lounge access
- Identified merger synergies and evaluated contracts for post merger adoption

Division Finance Controller, AA.com & Contact Centers
 Directed accounting and financial planning organization for AA.com and 24x7, multi-location contact centers that employed over 5,000 people and serviced more than 20 million customer contacts annually. Product owner for ancillary products sold on AA.com that generated over \$20M of profit annually.

- Facilitated monthly P&L reviews to uncover opportunities and trends
- Collaborated to develop new compensation plans and employee programs, including a home-based option for contact center employees that lowered costs by \$25M
- Coordinated monthly financial accounting close and short-term forecasting process, revenue and expense annual operating budgets, financial reporting and financial analyses
- Optimized balance of workload, people and facilities through tactical and strategic planning

Kamal Ahmed's resume



AREAS OF EXPERTISE

- Food & Beverage Management
- Restaurant Oversight
- Operations Management
- Budget Development
- Financial Reporting
- Performance Management
- Staff Leadership & Development
- Process & Policies
- Performance Evaluations
- Sales Growth Price Management
- Regulations
- Inventory Control
- Payroll Management
- Compliance
- Report Development
- Budgeting
- Customer Relationship Management
- Cross-Functional Communication
- Menu Development
- Regulation Adherence

EDUCATION

Associate of Arts, Communications – Hofstra University, Long Island, NY

EARLY CAREER EXPERIENCE

- General Manager, Batali & Bastianich Hospitality Group, New York, NY, 2001 – 2007
- Food and Beverage Manager, W Hotels, New York, NY 2007 – 2009
- Food and Beverage Director, AKA Hotel Central Park, New York, NY 2009 – 2010
- Operations Manager, 21 Club (Belmond Hotels) – New York, NY 2010-2013
- Operations Manager, OTG Management – New York, NY 2013-2015

Kamal Ahmed

 kamal2277@gmail.com
 (929) 232-9638
 New York, NY

CAREER PROFILE

DIRECTOR OF FOOD & BEVERAGE

Highly Accomplished Food and Beverage Director with twenty years of experience specializing in generating sales, revenue, food and beverage management, staff development and maintaining excellent customer satisfaction. Proven history of success developing and executing strategic initiatives that lead to growth and increased profitability. Talented management professional building global and national alliances, collaborating with cross-functional colleagues to achieve business results. Leverages in-depth industry knowledge, strong business acumen, and analytical skills to assess industry trends, opportunities, and negotiate optimal agreements. Builds case to strengthen brand and market position, secures resources, and elevates performance.

CORE QUALIFICATIONS

- 20+ years' experience in food and beverage industry with focus on driving double-digit revenue growth and reducing costs by analyzing business needs and industry trends and creating improvements.
- Offering an array of skills in logical problem solving, fiscal budgeting, streamlining business operations, cross-functional collaboration, and team management.
- Strong background in development, implementation, and enforcement of corporate standards for quality and performance across all aspects of operations. Skilled at leading teams of 200+ staff members. Recognized for success in establishing and managing new food and beverage program for high-end luxury hotel.
- Increased overall financial and customer service performance of the F&B category, identifying trends taking actions to ensure delivery against a stretching business plan.
- Improved the procurement process by bringing onboard a team of specialized procurement officers to effectively handle each associated procedure.
- Dynamic, innovative, and motivated professional with progressive experience and a proven track record of results and consistently profitable outcomes.
- Accomplished and creative executive possessing multifaceted experience and a proven ability to revitalize organizations, initiate company-wide campaigns, and capture untapped opportunities for growth. Results-oriented, decisive leader; adept at forging lucrative relationships with key partners, vendors, and clients.

WORK EXPERIENCE

OTG Management (JFK/LGA)– New York, NY

Operations Manager

Key Responsibilities: Oversaw operations across all locations, which generate \$40 million in annual sales from fine dining restaurants, QSR, and retail shops. Charged with directing 200+ staff members, including 10 managers. Created and maintained company policies and standard operating procedures and implemented production, productivity, quality, and patron service standards. Drove guest satisfaction by monitoring, evaluating, and auditing food, beverage, and service offerings. Reviewed banquet event orders to determine staffing and food quantity. Developed and maintained strong communication across organization.

Key Achievements:

- Reduced staff turnover 25% by better matching schedules with internal & staff needs.
- Increased beverage sales 25%+ per week by introducing new beers and high-end cocktails.
- Ensured the restaurant maintained less than 13% labor cost and 32% food and beverage cost.

2019 - 2020

Ashley Autrey's resume

ASHLEY AUTREY

PERSONAL PROFILE

Experienced and diverse Client Manager welcoming over 20 years in client success-based roles spanning multiple industries such as banking, food and beverage, and IT. Possesses experience in managing highly satisfactory account portfolios for enterprise clients such as Boeing, Wolters Kluwer, Citrix, Microsoft, and HPE. Maintains a genuine heart for deep client satisfaction and retention through advocacy of client needs and open communication. Notable for mediating client needs with company objectives cultivating a win-win and profitable scenario for all. Thrives on the ability to thoroughly investigate and uncover deeper client objectives and unearthing unconventional solutions within the company's expertise in order to meet or exceed those needs.

KEY SKILLS

Empathy: Deeply empathetic and curious to client needs and experiences and how the company's offerings can provide support or solutions to those direct needs.

Collaboration: Ability to collaborate on new solutions within an optimistic, constructive means with the client, as well as to positively work with individuals across all divisions of the company in order to guarantee client needs and expectations are effectively and operationally met.

Communication: Ensures clients are well informed and aligned to overall company happenings, events, and any and all progress into enhancing the overall guest experience, company performance, etc.

Solution-Oriented: Restless investigation into company resources in order to produce and optimize client experience.

EXPERIENCE

Airport Dimensions

Senior Client Manager (2017 – Present)

Responsible for managing and developing existing client airport and airline relationships and working directly within those relationships to ensure Airport Dimensions' consistent delivery on the overall product experience and expectations set. Additional key duties include managing Airport Dimensions' contractual commitments, safeguarding the long-term partnerships Airport Dimensions establishes with airline and airport clientele, as well as identifying opportunities for expanding existing partnerships.

Opsgility

Director of Client Success; Chief of Staff (2015 – 2017)

Worked closely with the CEO and COO, Director of Sales, and Director of Content Development initiating and leading Opsgility's Client Success Program providing direct oversight, management, training and development to a team of 5 towards all established initiatives while providing account satisfaction over a project portfolio of \$3.5 million.

- Oversaw the Training Coordinator and Client Success Team's comprehensive product knowledge and training including scheduled coaching/mentoring, KPI establishment and oversight, and crafting/maintaining the Client Success Team Manual for guidance on practices and procedures
- Worked closely with all Opsgility departments around new products, reporting and analytic capabilities, ensuring compliance, billing and operational efficiencies
- Managed timelines and strategies to further the Opsgility brand for product adoption of clients
- Maintained the company's master schedule of Instructor-led training classes.

Advertising campaign examples



Priority Pass—Guaranteed Access Commitment Letter

September 2022
Collinson Group
5217 Tennyson Pkwy Suite 100
Plano, TX 75024



Ref: Common Use Lounge Proposal - LAX - Priority Pass Access

Please accept this letter as confirmation and evidence that Airport Dimensions is the only lounge operator with guaranteed access to the portfolio of Priority Pass lounge access products.

Priority Pass is the largest lounge membership program in the world, serving more than 20 million members globally.

Airport Dimensions and Priority Pass share a common ownership by Collinson, a privately held company based in the U.K. This corporate relationship also provides Airport Dimensions unique insight into Priority Pass guest volume projections.

While other lounge operators may enjoy Priority Pass access at specific lounge locations, only Airport Dimensions is guaranteed access to our portfolio of lounge access products.

Airport Dimensions' U.S. network served more than 2.4 million Priority Pass guests in 2019, generating over \$59 million in annual revenues.

Tom Bradley International Terminal currently has no lounge benefits for the Priority Pass membership base. We therefore highly advocate Airport Dimensions be awarded this lounge lease as we know their high-quality lounge product offering will provide a great value proposition to LAX and its passengers.

Sincerely,


Jeremy Dalkoff

VP Priority Pass – The Americas

Proposed food menu

BREAKFAST

READY TO SERVE

Grilled Baby Gem Lettuce—herb vinaigrette, crispy seeds

Green Detox Smoothie—spinach, baby kale, celery, apple, banana, ginger, matcha

Overnight Oats—berry preserve, tarragon

Orange Avocado Yogurt Parfait—honey crackling, basil

SMALL PLATES

Crispy Rice Salad—fried egg, mint, cilantro, scallion, fermented hot sauce

Egg & Potato—potato purée, 63°C egg, gravy, and brioche in a Mason jar

Breakfast Burrito—scrambled eggs, Soyrizo®, avocado, crispy potato, cheddar cheese

DIGITAL À LA CARTE

Smoked Salmon Omelet—chive crème fraîche

Tomato & Avocado Eggs Benedict—English muffin, crushed avocado, Espelette pepper, roasted tomato hollandaise



**SAPPHIRE
LOUNGE**
BY THE CLUB

ALL-DAY DINING

COLD SELF-SERVE

Everyday Super Salad—baby kale, broccoli, beets, carrots, avocado, blueberry, basil, sunflower, and pumpkin seeds with blueberry ginger dressing

Ricotta Toast—grilled peaches, mint

Buddha Bowl—roasted sweet potato, watermelon radish, heirloom carrots, red cabbage, baby kale, chickpeas, brown rice, kimchi, turmeric tahini dressing

Pesto & Feta Salad Rice Paper Roll—cucumber, tomato, baby kale

HOT SELF-SERVE

Elote—queso fresco

Salmon "Poke" Burger—spicy slaw, lettuce wrap

Chicken & Waffle—popcorn chicken, mini maple hazelnut waffle

Cilantro & Lime Marinated Shrimp Quesadilla—crema, pico de gallo, smashed avocado

Charred Cauliflower—lemon oil, crispy garlic flakes

DIGITAL À LA CARTE

The Burger—crispy fries, LTO, special sauce

Miracle Dandan Noodles

SNACKS

California Fruits and Coconut Trail Mix (nut-free)

Bar—Wasabi Snack Mix with Seaweed Rice Crisps

SWEETS

Strawberry Hibiscus Pavlova

70% Cacao Chocolate Chip Cookie

Proposed cocktail menu

LOS ANGELES



**SAPPHIRE
LOUNGE**
BY > THE CLUB

COCKTAILS**BLOODHOUND**

tito's handmade vodka | toma bloody mary mix
lime | blue cheese stuffed olive | pearl onion
local hot sauce

LA PUERTA

illegal mezcal reposado | grand mariner
lime | agave syrup | black lava salt

HOLLYWOOD VESPER

greenbar distillery vodka | greenbar distillery gin
lillet blanc | lemon twist

VIAGGIARE

maker's mark bourbon | amaro nonino
darjeeling tea syrup | lemon | foam

HILLS HAVE FIZZ

astral pacific gin | chambord
cream | orange flower water | foam

SANTA ANA SOUR

blinking owl barrel aged aquavit | lemon
honey simple syrup | ferrari-carano muscat noir



Proposed wine menu

LOS ANGELES



**SAPPHIRE
LOUNGE**
BY > THE CLUB

WINE

Gelida Brut Gran Reserva Cava

Maison Saint AIX Rose

Empire Estate Dry Riesling

Terras Gauda O Rosal White Blend

Cape Mentelle Sauvignon Blanc Semillon

Clos de los Siete Malbec

C. Ramsay Winery, Ramsay Pinot Noir

Raats Red Jasper Stellenbosch



Staffing schedules

CONCIERGE		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
Concierge 1 (Lead)	Shift	4:00	12:30	4:00	12:30	4:00	12:30					4:00	12:30	4:00	12:30	40.00
	Hours	8.50		8.50		8.50		0.00		0.00		8.50		8.50		
	Break	0.5		0.5		0.5		0		0		0.5		0.5		
	Hours	8.00		8.00		8.00		0.00		0.00		8.00		8.00		
Concierge 2	Shift					4:30	13:00	4:00	12:30	4:00	12:30	4:30	13:00	4:30	13:00	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
Concierge 3	Shift	4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00					40.00
	Hours	8.50		8.50		8.50		8.50		8.50		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0.5		0		0		
	Hours	8.00		8.00		8.00		8.00		8.00		0.00		0.00		
Concierge 4	Shift	12:00	20:30					4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00	40.00
	Hours	8.50		0.00		0.00		8.50		8.50		8.50		8.50		
	Break	0.5		0		0		0.5		0.5		0.5		0.5		
	Hours	8.00		0.00		0.00		8.00		8.00		8.00		8.00		
Concierge 5	Shift	4:30	13:00	4:30	13:00	8:00	16:30	8:00	16:30					12:00	20:30	40.00
	Hours	8.50		8.50		8.50		8.50		0.00		0.00		8.50		
	Break	0.5		0.5		0.5		0.5		0		0		0.5		
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		8.00		
Concierge 6	Shift	8:00	16:30	8:00	16:30					8:00	16:30	8:00	16:30	8:00	16:30	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
Concierge 7	Shift					12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
Concierge 8	Shift					12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	15:30	0:00	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
Concierge 9	Shift	12:00	20:30	12:00	20:30	15:30	0:00					15:30	0:00	15:30	0:00	40.00
	Hours	8.50		8.50		8.50		0.00		0.00		8.50		8.50		
	Break	0.5		0.5		0.5		0		0		0.5		0.5		
	Hours	8.00		8.00		8.00		0.00		0.00		8.00		8.00		
Concierge 10	Shift	15:30	0:00	15:30	0:00					15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
Concierge 11	Shift			12:00	20:30	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00			40.00
	Hours	0.00		8.50		8.50		8.50		8.50		8.50		0.00		
	Break	0		0.5		0.5		0.5		0.5		0.5		0		
	Hours	0.00		8.00		8.00		8.00		8.00		8.00		0.00		
Concierge 12	Shift	16:00	0:00	16:00	0:00	16:00	0:00	16:00	0:00							30.00
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0		0		0		
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		0.00		
Concierge 13	Shift	16:00	0:00	16:00	0:00			16:00	0:00	16:00	0:00					30.00
	Hours	8.00		8.00		0.00		8.00		8.00		0.00		0.00		
	Break	0.5		0.5		0		0.5		0.5		0		0		
	Hours	7.50		7.50		0.00		7.50		7.50		0.00		0.00		
TOTALS		71.00		71.00		71.50		71.00		71.50		72.00		72.00		500.00

CUSTOMER SERVICE ATTENDANT		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
CSA 1 (Lead)	Shift	4:00	12:30	4:00	12:30	4:00	12:30					4:00	12:30	4:00	12:30	40.00
	Hours	8.50		8.50		8.50		0.00		0.00		8.50		8.50		
	Break	0.5		0.5		0.5		0		0		0.5		0.5		
	Hours	8.00		8.00		8.00		0.00		0.00		8.00		8.00		
CSA 2	Shift					4:30	13:00	4:00	12:30	4:00	12:30	4:30	13:00	4:30	13:00	40.00
	Hours			0.00		8.50		8.50		8.50		8.50		8.50		
	Break			0		0.5		0.5		0.5		0.5		0.5		
	Hours			0.00		8.00		8.00		8.00		8.00		8.00		
CSA 3	Shift	4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00					40.00
	Hours	8.50		8.50		8.50		8.50		8.50		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0.5		0		0		
	Hours	8.00		8.00		8.00		8.00		8.00		0.00		0.00		
CSA 4	Shift	12:00	20:30					4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00	40.00
	Hours	8.50						8.50		8.50		8.50		8.50		
	Break	0.5						0.5		0.5		0.5		0.5		
	Hours	8.00						8.00		8.00		8.00		8.00		
CSA 5	Shift	4:30	13:00	4:30	13:00	8:00	16:30	8:00	16:30					12:00	20:30	40.00
	Hours	8.50		8.50		8.50		8.50		0.00		0.00		8.50		
	Break	0.5		0.5		0.5		0.5		0		0		0.5		
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		8.00		
CSA 6	Shift	8:00	16:30	8:00	16:30					8:00	16:30	8:00	16:30	8:00	16:30	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
CSA 7	Shift					12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	40.00
	Hours			0.00		8.50		8.50		8.50		8.50		8.50		
	Break			0		0.5		0.5		0.5		0.5		0.5		
	Hours			0.00		8.00		8.00		8.00		8.00		8.00		
CSA 8	Shift					12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	15:00	23:30	40.00
	Hours			0.00		8.50		8.50		8.50		8.50		8.50		
	Break			0		0.5		0.5		0.5		0.5		0.5		
	Hours			0.00		8.00		8.00		8.00		8.00		8.00		
CSA 9	Shift	12:00	20:30	12:00	20:30	15:30	0:00					15:30	0:00	15:30	0:00	40.00
	Hours	8.50		8.50		8.50		0.00		0.00		8.50		8.50		
	Break	0.5		0.5		0.5		0		0		0.5		0.5		
	Hours	8.00		8.00		8.00		0.00		0.00		8.00		8.00		
CSA 10	Shift	15:30	0:00	15:30	0:00					15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
CSA 11	Shift			12:00	20:30	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00			40.00
	Hours			8.50		8.50		8.50		8.50		8.50		0.00		
	Break			0.5		0.5		0.5		0.5		0.5		0		
	Hours			8.00		8.00		8.00		8.00		8.00		0.00		
CSA 12	Shift	16:00	0:00	16:00	0:00	16:00	0:00	16:00	0:00							30.00
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0		0		0		
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		0.00		
CSA 13	Shift	16:00	0:00	16:00	0:00			16:00	0:00	16:00	0:00					30.00
	Hours	8.00		8.00		0.00		8.00		8.00		0.00		0.00		
	Break	0.5		0.5		0		0.5		0.5		0		0		
	Hours	7.50		7.50		0.00		7.50		7.50		0.00		0.00		
TOTALS		71.00		71.00		71.50		71.00		71.50		72.00		72.00		500.00

FOOD & BEVERAGE RUNNER		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS				
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out					
F&B Runner 1 (Lead)	Shift	4:00	12:30	4:00	12:30	4:00	12:30	0.00		0.00		4:00	12:30	4:00	12:30	40.00				
	Hours	8.50		8.50		8.50						8.50		8.50			8.50			
	Break	0.5		0.5		0.5						0		0			0.5		0.5	
	Hours	8.00		8.00		8.00						0.00		0.00			8.00		8.00	
F&B Runner 2	Shift	0.00				4:30	13:00	4:00	12:30	4:00	12:30	4:30	13:00	4:30	13:00	40.00				
	Hours					8.50		8.50		8.50		8.50		8.50			8.50			
	Break					0		0.5		0.5		0.5		0.5			0.5			
	Hours					0.00		8.00		8.00		8.00		8.00			8.00			
F&B Runner 3	Shift	4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00	0.00				40.00				
	Hours	8.50		8.50		8.50		8.50		8.50										
	Break	0.5		0.5		0.5		0.5		0							0			
	Hours	8.00		8.00		8.00		8.00		8.00							0.00		0.00	
F&B Runner 4	Shift	4:30	13:00	0.00				4:30	13:00	4:30	13:00	4:30	13:00	4:30	13:00	40.00				
	Hours	8.50						8.50		8.50		8.50		8.50			8.50			
	Break	0.5						0		0.5		0.5		0.5			0.5			
	Hours	8.00						0.00		8.00		8.00		8.00			8.00			
F&B Runner 5	Shift	8:00	16:30	4:30	13:00	8:00	16:30	8:00	16:30	0.00				8:00	16:30	40.00				
	Hours	8.50		8.50		8.50		8.50						8.50						
	Break	0.5		0.5		0.5		0.5						0			0			
	Hours	8.00		8.00		8.00		8.00						0.00			0.00			
F&B Runner 6	Shift	12:00	20:30	8:00	16:30	0.00				8:00	16:30	8:00	16:30	12:00	20:30	40.00				
	Hours	8.50		8.50						8.50		8.50		8.50			8.50			
	Break	0.5		0.5						0		0.5		0.5			0.5			
	Hours	8.00		8.00						0.00		0.00		8.00			8.00			
F&B Runner 7	Shift	0.00				12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	40.00				
	Hours					8.50		8.50		8.50		8.50		8.50			8.50			
	Break					0		0.5		0.5		0.5		0.5			0.5			
	Hours					0.00		8.00		8.00		8.00		8.00			8.00			
F&B Runner 8	Shift	0.00				12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	12:00	20:30	40.00				
	Hours					8.50		8.50		8.50		8.50		8.50			8.50			
	Break					0		0.5		0.5		0.5		0.5			0.5			
	Hours					0.00		8.00		8.00		8.00		8.00			8.00			
F&B Runner 9	Shift	12:00	20:30	12:00	20:30	12:00	20:30	0.00				12:00	20:30	15:30	0:00	40.00				
	Hours	8.50		8.50		8.50						8.50		8.50			8.50			
	Break	0.5		0.5		0.5						0		0			0.5		0.5	
	Hours	8.00		8.00		8.00						0.00		0.00			8.00		8.00	
F&B Runner 10	Shift	12:00	20:30	12:00	20:30	0.00				12:00	20:30	15:30	0:00	15:30	0:00	40.00				
	Hours	8.50		8.50						8.50		8.50		8.50			8.50			
	Break	0.5		0.5						0		0.5		0.5			0.5			
	Hours	8.00		8.00						0.00		0.00		8.00			8.00			
F&B Runner 11	Shift	0.00		12:00	20:30	15:30	0:00	12:00	20:30	15:30	0:00	15:30	0:00	0.00		40.00				
	Hours			8.50		8.50		8.50		8.50		8.50								
	Break			0		0.5		0.5		0.5		0.5								
	Hours			0.00		8.00		8.00		8.00		8.00								
F&B Runner 12	Shift	16:00	0:00	16:00	0:00	16:00	0:00	16:00	0:00	0.00				0.00		30.00				
	Hours	8.00		8.00		8.00		8.00												
	Break	0.5		0.5		0.5		0									0			
	Hours	7.50		7.50		7.50		7.50												
F&B Runner 13	Shift	16:00	0:00	16:00	0:00			16:00	0:00	16:00	0:00	0.00				30.00				
	Hours	8.00		8.00		0.00		8.00		8.00										
	Break	0.5		0.5		0		0.5		0.5										
	Hours	7.50		7.50		0.00		7.50		7.50										
TOTALS		71.00		71.00		71.50		71.00		71.50		72.00		72.00		500.00				

APPEARANCE CARE		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
ACA 1 (Lead)	Shift					4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
ACA 2	Shift	4:00	12:30	4:00	12:30					4:00	12:30	4:00	12:30	4:00	12:30	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
ACA 3	Shift	4:00	12:30	4:00	12:30					8:00	16:30	8:00	16:30	8:00	16:30	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
ACA 4	Shift					4:00	12:30	4:00	12:30	12:00	20:30	12:00	20:30	12:00	20:30	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
ACA 5	Shift	8:00	16:30	8:00	16:30	8:00	16:30	8:00	16:30					15:30	0:00	40.00
	Hours	8.50		8.50		8.50		8.50		0.00		0.00		8.50		
	Break	0.5		0.5		0.5		0.5		0		0		0.5		
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		8.00		
ACA 6	Shift					12:00	20:30	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
ACA 7	Shift	12:00	20:00	12:00	20:00					16:00	0:00	16:00	0:00			30.00
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		0.00		
	Break	0.5		0.5		0		0		0.5		0.5		0		
	Hours	7.50		7.50		0.00		0.00		7.50		7.50		0.00		
ACA 8	Shift	16:00	0:00	16:00	0:00	16:00	0:00	16:00	0:00							30.00
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0		0		0		
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		0.00		
ACA 9	Shift	16:00	0:00	16:00	0:00	16:00	0:00	16:00	0:00							30.00
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0		0		0		
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		0.00		
TOTALS		46.50		46.50		47.00		47.00		47.50		47.50		48.00		330.00

Shower Attendant		Thursday		Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Total Hours						
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out							
Shower Attendant 1	Shift	4:30	15:00	4:30	15:00	4:30	15:00	4:30	15:00							40.00						
	Hours	10.50		10.50		10.50		10.50														
	Break	0.5		0.5		0.5		0.5														
	Hours	10.00		10.00		10.00		10.00														
Shower Attendant 2	Shift	13:30	0:00	13:30	0:00	13:30	0:00	13:30	0:00							40.00						
	Hours	10.50		10.50		10.50		10.50														
	Break	0.5		0.5		0.5		0.5														
	Hours	10.00		10.00		10.00		10.00														
Shower Attendant 3	Shift									4:30	14:30	4:30	14:30	4:30	14:30	28.50						
	Hours									0.00		0.00		0.00			0.00		10.00		10.00	
	Break									0		0		0			0		0.5		0.5	
	Hours									0.00		0.00		0.00			0.00		9.50		9.50	
Shower Attendant 4	Shift									14:00	0:00	14:00	0:00	14:00	0:00	28.50						
	Hours									0.00		0.00		0.00			0.00		10.00		10.00	
	Break									0		0		0			0		0.5		0.5	
	Hours									0.00		0.00		0.00			0.00		9.50		9.50	
TOTALS		20.00		20.00		20.00		20.00		19.00		19.00		19.00		137.00						

MANAGEMENT		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
General Manager	Shift	8:00	16:30	8:00	16:30	0.00		0.00		8:00	16:30	8:00	16:30	8:00	16:30	40.00
	Hours	8.50		8.50						8.50		8.50				
	Break	0.5		0.5						0.5		0.5				
	Hours	8.00		8.00						8.00		8.00				
Assistant General Manager	Shift	4:00	12:30	0.00		0.00		4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	40.00
	Hours	8.50						8.50		8.50		8.50				
	Break	0.5						0		0.5		0.5				
	Hours	8.00						0.00		8.00		8.00				
Assistant Manager	Shift	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	0.00		0.00		15:30	0:00	40.00
	Hours	8.50		8.50		8.50		8.50								
	Break	0.5		0.5		0.5		0.5								
	Hours	8.00		8.00		8.00		8.00								
Assistant Manager	Shift	0.00		4:00	12:30	4:00	12:30	10:00	18:30	15:30	0:00	15:30	0:00	0.00		40.00
	Hours			8.50		8.50		8.50		8.50						
	Break			0		0.5		0.5		0.5						
	Hours			0.00		8.00		8.00		8.00						
Supervisor 1 (Lead)	Shift	12:00	20:30	12:00	20:30	12:00	20:30	0.00		0.00		12:00	20:30	12:00	20:30	40.00
	Hours	8.50		8.50		8.50						8.50				
	Break	0.5		0.5		0.5						0.5				
	Hours	8.00		8.00		8.00						8.00				
Supervisor 2	Shift	7:30	16:00	7:30	16:00	7:30	16:00	7:30	16:00	12:00	20:30	0.00		0.00		40.00
	Hours	8.50		8.50		8.50		8.50								
	Break	0.5		0.5		0.5		0.5								
	Hours	8.00		8.00		8.00		8.00								
TOTALS		40.00		40.00		32.00		32.00		32.00		32.00		32.00		240.00

DISH		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
Dishwasher	Shift	4:30	13:00	4:30	13:00					4:30	13:00	4:30	13:00	4:30	13:00	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
Dishwasher	Shift					15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
Dishwasher	Shift	15:30	0:00	15:30	0:00					8:30	17:00	8:30	17:00	8:30	17:00	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
Dishwasher	Shift					5:00	13:00	5:00	13:00			16:00	0:00	16:00	0:00	30.00
	Hours	0.00		0.00		8.00		8.00		0.00		8.00		8.00		
	Break	0		0		0.5		0.5		0		0.5		0.5		
	Hours	0.00		0.00		7.50		7.50		0.00		7.50		7.50		
Dishwasher	Shift	8:30	17:00	8:30	17:00	8:30	17:00	8:30	17:00	8:30	17:00					40.00
	Hours	8.50		8.50		8.50		8.50		8.50		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0.5		0		0		
	Hours	8.00		8.00		8.00		8.00		8.00		0.00		0.00		
Dishwasher	Shift	4:30	13:00	4:30	13:00					4:30	13:00	4:30	13:00	4:30	13:00	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
Dishwasher	Shift					16:00	0:00	16:00	0:00	16:00	0:00					22.50
	Hours	0.00		0.00		8.00		8.00		8.00		0.00		0.00		
	Break	0		0		0.5		0.5		0.5		0		0		
	Hours	0.00		0.00		7.50		7.50		7.50		0.00		0.00		
Dishwasher	Shift	16:00	0:00	16:00	0:00							8:30	16:30	8:30	16:30	30.00
	Hours	8.00		8.00		0.00		0.00		0.00		8.00		8.00		
	Break	0.5		0.5		0		0		0		0.5		0.5		
	Hours	7.50		7.50		0.00		0.00		0.00		7.50		7.50		
Dishwasher	Shift					5:00	13:00	5:00	13:00	16:00	0:00					22.50
	Hours	0.00		0.00		8.00		8.00		8.00		0.00		0.00		
	Break	0		0		0.5		0.5		0.5		0		0		
	Hours	0.00		0.00		7.50		7.50		7.50		0.00		0.00		
Dishwasher	Shift	8:30	16:30	8:30	16:30	8:30	16:30	8:30	16:30							30.00
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0		0		0		
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		0.00		
TOTALS		47.00		47.00		46.00		46.00		55.00		47.00		47.00		335.00

FOOD & BEVERAGE ATTENDANT		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
F&B Attendant	Shift	4:00	12:30	4:00	12:30	0.00		0.00		4:00	12:30	4:00	12:30	4:00	12:30	40.00
	Hours	8.50		8.50						8.50		8.50				
	Break	0.5		0.5						0.5		0.5				
	Hours	8.00		8.00						8.00		8.00				
F&B Attendant	Shift					15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
F&B Attendant	Shift	8:30	17:00	8:30	17:00	8:30	17:00	11:00	19:30					8:30	17:00	40.00
	Hours	8.50		8.50		8.50		8.50		0.00				8.50		
	Break	0.5		0.5		0.5		0.5		0				0.5		
	Hours	8.00		8.00		8.00		8.00		0.00				8.00		
F&B Attendant	Shift					4:00	12:30	4:00	12:30	7:00	15:30	7:00	15:30	4:00	12:30	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
F&B Attendant	Shift	15:30	0:00	15:30	0:00					15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	8.50		8.50		0.00				8.50		8.50		8.50		
	Break	0.5		0.5		0				0.5		0.5		0.5		
	Hours	8.00		8.00		0.00				8.00		8.00		8.00		
F&B Attendant	Shift			8:30	17:00	8:30	17:00	8:30	17:00	11:00	19:30	11:00	19:30			40.00
	Hours	0.00		8.50		8.50		8.50		8.50		8.50		0.00		
	Break	0		0.5		0.5		0.5		0.5		0.5		0		
	Hours	0.00		8.00		8.00		8.00		8.00		8.00		0.00		
F&B Attendant	Shift	11:00	19:30	11:00	19:30	11:00	19:30	15:30	0:00					11:00	19:30	40.00
	Hours	8.50		8.50		8.50		8.50		0.00				8.50		
	Break	0.5		0.5		0.5		0.5		0				0.5		
	Hours	8.00		8.00		8.00		8.00		0.00				8.00		
TOTALS		32.00		40.00		40.00		40.00		40.00		40.00		48.00		280.00

PORTER		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS		
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out			
Porter	Shift	0.000.00				6:00	12:30	6:00	12:30	6:00	12:30	6:00	12:30	6:00	12:30	32.50		
	Hours					6.50		6.50		6.50		6.50		6.50				
	Break					0		0		0		0		0			0	
	Hours					0.00		0.00		6.50		6.50		6.50			6.50	
Porter	Shift	10:00	16:30	10:00	16:30	0.000.00				10:00	16:30	0.000.00		10:00	16:30	26.00		
	Hours	6.50		6.50						6.50				6.50				
	Break	0		0						0				0				
	Hours	6.50		6.50						0.00				0.00				
Porter	Shift	6:00	12:30	6:00	12:30	10:00	16:30	10:00	16:30	0.000.000.000.00							26.00	
	Hours	6.50		6.50		6.50		6.50										
	Break	0		0		0		0										
	Hours	6.50		6.50		6.50		6.50										
TOTALS		13.00		13.00		13.00		13.00		13.00		6.50		13.00		84.50		

Cook Line		Thursday		Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Total Hours		
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out			
Cook Hot	Shift	4:00	12:30	4:00	12:30	4:00	12:30					4:00	12:30	4:00	12:30	40.00		
	Hours	8.50		8.50		8.50		0.00		0.00		8.50		8.50				
	Break	0.5		0.5		0.5		0		0		0.5		0.5				
	Hours	8.00		8.00		8.00		0.00		0.00		8.00		8.00				
Cook Hot	Shift	15:30	0:00					15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	40.00		
	Hours	8.50		0.00		0.00		8.50		8.50		8.50		8.50				
	Break	0.5		0		0		0.5		0.5		0.5		0.5				
	Hours	8.00		0.00		0.00		8.00		8.00		8.00		8.00				
Cook Hot	Shift	8:00	16:30	8:00	16:30	8:00	16:30					8:00	16:30	8:00	16:30	40.00		
	Hours	8.50		8.50		8.50		0.00				0.00		8.50				
	Break	0.5		0.5		0.5		0				0		0.5				
	Hours	8.00		8.00		8.00		0.00				0.00		8.00				
Cook Cold	Shift					4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	40.00		
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50				
	Break	0		0		0.5		0.5		0.5		0.5		0.5				
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00				
Cook Cold	Shift					8:00	16:30	8:00	16:30	8:00	16:30	15:30	0:00	15:30	0:00	40.00		
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50				
	Break	0		0		0.5		0.5		0.5		0.5		0.5				
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00				
Cook Cold	Shift	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00					40.00		
	Hours	8.50		8.50		8.50		8.50		8.50		0.00		0.00				
	Break	0.5		0.5		0.5		0.5		0.5		0		0				
	Hours	8.00		8.00		8.00		8.00		8.00		0.00		0.00				
Cook Cold	Shift			11:00	19:30	11:00	19:30	11:00	19:30	11:00	19:30	11:00	19:30			40.00		
	Hours	0.00		8.50		8.50		8.50		8.50		8.50		0.00				
	Break	0		0.5		0.5		0.5		0.5		0.5		0				
	Hours	0.00		8.00		8.00		8.00		8.00		8.00		0.00				
Cook Floater	Shift	4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30					40.00		
	Hours	8.50		8.50		8.50		8.50		8.50		0.00		0.00				
	Break	0.5		0.5		0.5		0.5		0.5		0		0				
	Hours	8.00		8.00		8.00		8.00		8.00		0.00		0.00				
Cook Floater	Shift	11:00	19:00	11:00	19:00	11:00	19:00									11:00	19:00	30.00
	Hours	8.00		8.00		8.00		0.00				0.00		0.00		8.00		
	Break	0.5		0.5		0.5		0				0		0.5				
	Hours	7.50		7.50		7.50		0.00				0.00		7.50				
TOTALS		47.50		47.50		63.50		48.00		48.00		48.00		47.50		350.00		

FOOD PREP		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
FP Hot	Shift	4:00	12:30	4:00	12:30					4:00	12:30	4:00	12:30	4:00	12:30	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
FP Hot	Shift					15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
FP Hot	Shift	8:00	16:30	8:00	16:30	8:00	16:30	8:00	16:30					8:00	16:30	40.00
	Hours	8.50		8.50		8.50		8.50		0.00		0.00		8.50		
	Break	0.5		0.5		0.5		0.5		0		0		0.5		
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		8.00		
FP Cold	Shift					4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	4:00	12:30	40.00
	Hours	0.00		0.00		8.50		8.50		8.50		8.50		8.50		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		8.00		
FP Cold	Shift	15:30	0:00	15:30	0:00					15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
FP Cold	Shift	8:00	16:30	8:00	16:30	8:00	16:30	8:00	16:30	8:00	16:30					40.00
	Hours	8.50		8.50		8.50		8.50		8.50		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0.5		0		0		
	Hours	8.00		8.00		8.00		8.00		8.00		0.00		0.00		
FP Floater	Shift					4:00	12:00	4:00	12:00	16:00	0:00	16:00	0:00			30.00
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		0.00		
	Break	0		0		0.5		0.5		0.5		0.5		0		
	Hours	0.00		0.00		7.50		7.50		7.50		7.50		0.00		
FP Floater	Shift	15:30	0:00	15:30	0:00	15:30	0:00	15:30	0:00					15:30	0:00	40.00
	Hours	8.50		8.50		8.50		8.50		0.00		0.00		8.50		
	Break	0.5		0.5		0.5		0.5		0		0		0.5		
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		8.00		
TOTALS		40.00		40.00		47.50		47.50		47.50		39.50		48.00		310.00

BAR TAP		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS	
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out		
Bar Tap	Shift	7:00	15:30	7:00	15:30					7:00	15:30	7:00	15:30	7:00	15:30	40.00	
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50			
	Break	0.5		0.5		0		0		0.5		0.5		0.5			
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00			
Bar Tap	Shift					16:00	0:00	16:00	0:00	16:00	0:00	16:00	0:00			30.00	
	Hours	0.00		0.00		8.00		8.00		8.00		8.00		0.00			
	Break	0		0		0.5		0.5		0.5		0.5		0			
	Hours	0.00		0.00		7.50		7.50		7.50		7.50		0.00			
Bar Tap	Shift	15:30	0:00	15:30	0:00					10:30	19:00	10:30	19:00	10:30	19:00	40.00	
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50			
	Break	0.5		0.5		0		0		0.5		0.5		0.5			
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00			
Bar Tap	Shift					7:30	15:30	9:00	15:30					16:00	0:00	21.50	
	Hours	0.00		0.00		8.00		6.50		0.00		0.00		8.00			
	Break	0		0		0.5		0		0		0		0.5			
	Hours	0.00		0.00		7.50		6.50		0.00		0.00		7.50			
Bar Tap	Shift	10:30	18:30	10:30	18:30	10:30	18:30	10:30	18:30								30.00
	Hours	8.00		8.00		8.00		8.00		0.00		0.00		0.00			
	Break	0.5		0.5		0.5		0.5		0		0		0			
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		0.00			
TOTALS		23.50		23.50		22.50		21.50		23.50		23.50		23.50		161.50	

MIXOLOGIST		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS						
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out							
Mixologist	Shift	5:00	13:30	5:00	13:30					5:00	13:30	5:00	13:30	5:00	13:30	40.00						
	Hours	8.50		8.50						8.50		8.50		8.50								
	Break	0.5		0.5						0.5		0.5		0.5								
	Hours	8.00		8.00						8.00		8.00		8.00								
Mixologist	Shift					16:00	0:00	16:00	0:00	16:00	0:00	16:00	0:00			30.00						
	Hours					0.00		0.00		8.00		8.00					8.00		8.00		0.00	
	Break					0		0		0.5		0.5					0.5		0.5		0	
	Hours					0.00		0.00		7.50		7.50					7.50		7.50		0.00	
Mixologist	Shift	16:00	0:00	16:00	0:00					10:00	18:00			16:00	0:00	30.00						
	Hours	8.00		8.00						0.00				0.00			8.00		0.00		8.00	
	Break	0.5		0.5						0				0			0.5		0		0.5	
	Hours	7.50		7.50						0.00				0.00			7.50		0.00		7.50	
Mixologist	Shift					5:00	13:00	10:00	18:00			10:00	18:00	10:00	18:00	30.00						
	Hours					0.00		0.00				8.00		8.00			0.00		8.00		8.00	
	Break					0		0				0.5		0.5			0		0.5		0.5	
	Hours					0.00		0.00				7.50		7.50			0.00		7.50		7.50	
Mixologist	Shift	10:00	18:00	10:00	18:00	10:00	18:00	10:00	18:00	16:00	0:00					37.50						
	Hours	8.00		8.00		8.00		8.00		8.00							0.00		0.00			
	Break	0.5		0.5		0.5		0.5		0.5							0		0			
	Hours	7.50		7.50		7.50		7.50		7.50							0.00		0.00			
TOTALS		23.00		23.00		22.50		22.50		30.50		23.00		23.00		167.50						

BARBACK		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
Barback	Shift					7:30	18:00	7:30	18:00			7:30	18:00	7:30	18:00	40.00
	Hours	0.00		0.00		10.50		10.50		0.00		10.50		10.50		
	Break	0		0		0.5		0.5		0		0.5		0.5		
	Hours	0.00		0.00		10.00		10.00		0.00		10.00		10.00		
Barback	Shift									14:30	0:30	14:30	0:30	14:30	0:30	28.50
	Hours	0.00		0.00		0.00		0.00		10.00		10.00		10.00		
	Break	0		0		0		0		0.5		0.5		0.5		
	Hours	0.00		0.00		0.00		0.00		9.50		9.50		9.50		
Barback	Shift	14:00	0:30	14:00	0:30	14:00	0:30	14:00	0:30							40.00
	Hours	10.50		10.50		10.50		10.50		0.00		0.00		0.00		
	Break	0.5		0.5		0.5		0.5		0		0		0		
	Hours	10.00		10.00		10.00		10.00		0.00		0.00		0.00		
Barback	Shift	7:30	17:30	7:30	17:30					7:30	17:30					28.50
	Hours	10.00		10.00		0.00		0.00		10.00		0.00		0.00		
	Break	0.5		0.5		0		0		0.5		0		0		
	Hours	9.50		9.50		0.00		0.00		9.50		0.00		0.00		
Barback	Shift	11:00	19:30	11:30	19:00	11:30	19:00	11:30	19:00	11:30	19:00					38.00
	Hours	8.50		7.50		7.50		7.50		7.50		0.00		0.00		
	Break	0.5		0		0		0		0		0		0		
	Hours	8.00		7.50		7.50		7.50		7.50		0.00		0.00		
TOTALS		27.50		27.00		27.50		27.50		26.50		19.50		19.50		175.00

MANAGEMENT		THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		TOTAL HOURS
		In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	
F&B Director	Shift	4:00	12:30	10:00	18:30					10:00	18:30	10:00	18:30	10:00	18:30	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
Asst. F&B Director	Shift	11:00	20:00					10:00	18:00	15:30	0:00	15:30	0:00	15:30	0:00	40.00
	Hours	9.00		0.00		0.00		8.00		8.50		8.50		8.50		
	Break	0.5		0		0		0.5		0.5		0.5		0.5		
	Hours	8.50		0.00		0.00		7.50		8.00		8.00		8.00		
Exec. Chef	Shift	10:30	18:30	4:00	13:00	10:30	19:00	10:30	19:00					10:30	19:00	40.00
	Hours	8.00		9.00		8.50		8.50		0.00		0.00		8.50		
	Break	0.5		0.5		0.5		0.5		0		0		0.5		
	Hours	7.50		8.50		8.00		8.00		0.00		0.00		8.00		
Sous Chef	Shift					4:00	12:00	4:00	12:00	4:00	12:30	4:00	13:00	4:00	13:00	40.00
	Hours	0.00		0.00		8.00		8.00		8.50		9.00		9.00		
	Break	0		0		0.5		0.5		0.5		0.5		0.5		
	Hours	0.00		0.00		7.50		7.50		8.00		8.50		8.50		
Supervisor	Shift	16:30	0:00	16:30	0:00	16:30	0:00	16:30	0:00					16:30	0:00	37.50
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		7.50		
	Break	0		0		0		0		0		0		0		
	Hours	7.50		7.50		7.50		7.50		0.00		0.00		7.50		
Unit Admin	Shift	8:00	16:30	8:00	16:30					8:00	16:30	8:00	16:30	8:00	16:30	40.00
	Hours	8.50		8.50		0.00		0.00		8.50		8.50		8.50		
	Break	0.5		0.5		0		0		0.5		0.5		0.5		
	Hours	8.00		8.00		0.00		0.00		8.00		8.00		8.00		
TOTALS		39.50		32.00		23.00		30.50		32.00		32.50		48.00		237.50

Daytime cleaning schedule

Task	Material	Frequency	Scope
Restrooms	Restroom	Continuously	Clean, disinfect, spot clean
Showers	Walls, mirrors, floors	After each guest	Clean, disinfect
Chairs	Lounge chairs/Cushions, bar stools	Continuously	Spot clean, wipe down
Tables	Tables	Continuously	Spot clean, wipe down
Service Stations (FOH)	Bars	Continuously	Clean, disinfect, spot clean
	Buffets	Continuously	Clean, disinfect, spot clean
	Floors	Continuously	Clean, disinfect, mop (damp), spot clean
	Walls/Equipment	Once per day	Clean, disinfect, spot clean
High-Touch Surfaces	Various	Continuously	Clean, disinfect, polish
Floors	Various	Continuously	Spot clean
Waste	Bags	Continuously	Disposal, replacement
Kitchen (BOH)	Doors	Once per week	Clean, wipe (damp)
	Drains	Once per day	Clean, disinfect
	Floors	Once per shift	Clean, disinfect, mop (damp), spot clean
	Walls	Once per week	Clean, disinfect, spot clean

Overnight cleaning schedule

Task	Material	Frequency	Scope
Restrooms	Restroom	Daily	7-step clean, disinfect
Showers/Spa	Walls, mirrors, floors	Daily	7-step clean, disinfect
Chairs	All	Quarterly	Extract, deep clean
	All	Daily	Wipe down, spot clean
Service Stations (FOH)	Bars	Daily	Clean, disinfect
	Buffets	Daily	Clean, disinfect
	Floors	Daily	Clean, disinfect, mop (damp)
	Walls/Equipment	Daily	Clean, disinfect, spot clean
High-Touch Surfaces	Various	Daily	Clean, disinfect, polish
Floors	Carpets, mats	Daily	Sweep, vacuum, spot clean
	Carpets, mats	Quarterly	Sweep, vacuum, extract
	Grout, tiles, VCT, marble	Weekly	Sweep, mop (dust), mop (damp)
	Grout, tiles, VCT, marble	Monthly	Sweep, mop (dust), auto scrub
Walls and Ceilings	Ceilings, partitions, walls	Monthly	Clean, spot clean
Glass	Glass, windows	Weekly	Clean, spot clean
	Mirrors (not restroom)	Weekly	Clean, spot clean
Metal	Stainless steel surfaces	Monthly	Clean, disinfect, spot clean
Waste	Bags	Daily	Disposal, replacement
Kitchen (BOH)	Doors	Weekly	Clean, wipe (damp)
	Drains	Weekly	Clean, disinfect
	Floors	Daily	Clean, disinfect, mop (damp), spot clean
	Walls	Weekly	Clean, disinfect, spot clean
Fixtures	Counters, surfaces, tables	Daily	Clean, disinfect, wipe (damp)
	Railings, shelves	Weekly	Clean, dust, wipe (damp)
	Doors, frames	Monthly	Clean, dust, wipe (damp)
	Cabinets	Monthly	Clean, wipe (damp)
	Lamps	Weekly	Dust, wipe (damp)
Other	Break rooms	Daily	Clean, disinfect, spot clean
	Freight/Passenger elevator	Daily	Clean, disinfect, spot clean
	Office	Daily	Clean, disinfect, spot clean, sweep, mop

Reactive maintenance plan

Listed below is a data table outlining the service levels we have in place for reactive maintenance.

Each maintenance issue has a priority level associated with it, which is pre-assigned according to the severity of the issue. The priority levels then have defined response and resolution times tagged to them.

We assign vendors to each category of issue based on which provider is best equipped to service the market in which we operate. Our general manager is then empowered to place service calls to the designated vendors immediately upon discovering issues.

Priority code	Response time	Completion time	Priority definition
P1	4 Hours	24 Hours	Refers to "priority high" work, and is defined as "failures" or wants of repair of the installation which constitute a danger, health hazard, present a significant business risk (the client not being able to deliver its daily operational activities), seriously affect occupation, or the building occupants' operational effectiveness or endanger security, and other emergencies, such as fire, flood, etc., which impinge on the installation. The response and completion times shall be decided at the Site Level according to local needs.
P2	24 Hours	48 Hours	Refers to "priority medium" work and is defined as "failures" or wants of repair that affect amenities and present a business risk, but do not seriously affect occupation, health or building occupants' operational effectiveness. The response and completion times shall be decided as Site Level according to local needs.
P3	72 Hours	5 Days	Refers to "priority low" work and is defined as work or service failure that does not present a significant business or human risk and does not affect occupation, building occupants' health, or operational effectiveness as detailed in the service level agreements—see Exhibit 2. III.4. The response time is defined as an appropriately qualified member of staff attending the occurrence and diagnosing the service response. The response and completion times shall be decided at Site Level according to local needs.
P4	5 Days	10 Days	These are items to be completed on a negotiated schedule.
P5	30 Days	30 Days	Planned maintenance requests are items and activities that are available to be scheduled in advance and anticipated as part of the program. This includes preventive scheduling.



SAPPHIRE
LOUNGE
BY THE CLUB

presented by
Airport Dimensions



Airport
Dimensions

A COLLINSON COMPANY

Task Name		Planned Start Date	Planned Finish Date	Planned Duration (Days)
LAX Chase Project Plan		01/16/24	09/01/26	959
1	LAX Sapphire Lounge by The Club	01/16/24	09/01/26	959
1.1	Phase 1: INITIATION	06/13/24	09/01/24	80
1.1.1	Project Award	06/13/24	06/13/24	0
1.1.2	Lease Execution (60 calendar days)	09/01/24	09/01/24	0
1.2	Phase 2: DESIGN AND PERMITTING	12/04/23	04/23/25	506
1.2.1	5% Conceptual	01/16/24	05/24/24	129
1.2.1.1	Concept Drawings completed by A/E (13 weeks)	01/16/24	04/19/24	94
1.2.1.2	A/E Finalize Drawings & submit to LAWA/AD/JPMC for Review/Approval***	04/22/24	04/22/24	0
1.2.1.3	LAWA Review/Approval/Provide Comments	04/23/24	05/13/24	20
1.2.1.4	A/E Incorporates LAWA Review Comments	05/14/24	05/24/24	10
1.2.2	30% Schematic Design (SD)	04/23/24	08/19/24	118
1.2.2.1	SD Drawings completed by A/E (12 weeks)	04/23/24	07/15/24	83
1.2.2.2	A/E Finalize Drawings & Submit to LAWA/AD/JPMC for Review/Approval	07/16/24	07/16/24	0
1.2.2.3	LAWA Review/Approval/Provide Comments (3 weeks)	07/17/24	08/06/24	20
1.2.2.4	A/E Incorporates LAWA Review Comments	08/07/24	08/19/24	12
1.2.3	60% Design Development	07/16/24	12/16/24	153
1.2.3.1	60% Design Development drawings completed by A/E (8 weeks)	07/16/24	09/09/24	55
1.2.3.2	Onboard Commissioning Agent	08/06/24	09/09/24	34
1.2.3.3	A/E Finalize Drawings & Submit to LAWA/AD/JPMC for Review/Approval	09/10/24	09/10/24	0
1.2.3.4	LAWA Review/Approval/Provide Comments (3 weeks)	09/11/24	10/01/24	20
1.2.3.5	A/E Incorporates LAWA Review Comments	10/02/24	10/14/24	12
1.2.3.6	A/E Submits Drawings to LAFD for Master Egress Approval	10/22/24	10/22/24	0
1.2.3.7	LAFD Review/Approval/Provide Comments for Master Egress Approval	10/22/24	12/16/24	55
1.2.4	90% CDs and Submit for Permitting	09/10/24	04/23/25	225
1.2.4.1	90% Drawings Completed by A/E (10 weeks)	09/10/24	11/18/24	69
1.2.4.2	AD/JPMC Review/Provide Comments	11/19/24	12/02/24	13
1.2.4.3	A/E Finalize Drawings & Submit to LAWA for Review/Approval	12/03/24	12/09/24	6
1.2.4.4	LAWA Review/Plan Check/LADBS Permitting/Provide Comments (6 months) Submit for Bidding	12/10/24	04/23/25	134
1.2.5	100% "Issued for Construction" Set	04/24/25	05/21/25	27
1.2.5.1	A/E Incorporates Plan Check Review Comments	04/24/25	05/07/25	13
1.2.5.2	100% "Issued for Construction" Set (Permit Issued) - "Wrap Up"	05/08/25	05/21/25	13
1.3	Phase 3: PRE-CONSTRUCTION / CONSTRUCTION PHASE	10/15/24	07/20/26	643
1.3.1	Pre-Construction	10/15/24	01/06/25	83
1.3.1.1	GC Bid & Award	10/15/24	01/06/25	83
1.3.1.2	Bid Prep and ROM Process Documents Developed (Based on 60% Design Documents)	10/15/24	11/04/24	20
1.3.1.3	Confirm in GC invitation to bid that DBE/MBE % requirements are included	11/05/24	11/11/24	6
1.3.1.4	Issue RFP	11/05/24	11/05/24	0
1.3.1.5	Bidding (Based on 90% Design Documents Reviewed by Airport)	11/06/24	12/10/24	34
1.3.1.5.1	Site Visit/GC Bid Walk	11/06/24	11/12/24	6
1.3.1.5.2	RFP Submissions Due	11/05/24	11/25/24	20
1.3.1.5.3	Candidate In-Person Interviews	11/26/24	12/02/24	6
1.3.1.5.4	Scoring & Award Recommendations from PM Group	12/03/24	12/09/24	6
1.3.1.5.5	GC Selection with final approval by AD/JPMC	12/10/24	12/16/24	6
1.3.1.5.6	NTP Issued for RFP (Intent to Award Letter)	12/17/24	12/23/24	6
1.3.1.5.7	GC Pre-Construction Contract Negotiated	12/24/24	01/13/25	20
1.3.1.5.8	GC Pre-Construction Contract Executed	01/14/25	01/27/25	13
1.3.1.6	DOA Pre-con Meeting	05/22/25	05/28/25	6
1.3.1.7	DOA Notice to Proceed / Turn-Over of Lounge Space from Airport	05/29/25	06/02/25	4
1.3.1.8	Long lead items/materials purchased and confirmed (Materials not ordered until NTP received)	05/08/25	06/16/25	39
1.3.1.9	Mobilization	06/03/25	06/08/25	5
1.3.2	Construction/Turnover to Ops	06/09/25	07/10/26	396
1.3.2.1	Construction	06/09/25	06/19/26	375
1.3.2.2	Final Inspections: Fire Life Safety/Health Department/Electrical/Plumbing (Night)	06/22/26	07/10/26	18
1.3.2.3	Install Furniture	06/15/26	06/26/26	11
1.3.2.4	LEED Commissioning/IAQ Testing (if pursuing LEED)	06/29/26	07/07/26	8
1.3.2.5	GC's "Final Clean" prior to turnover to Ops	07/08/26	07/15/26	7
1.3.2.6	Turnover to Ops/Substantial Completion/TCO	07/16/26	07/20/26	4
1.4	Phase 4: OPERATIONAL PREPARATION FOR LOUNGE OPENING	07/21/26	08/31/26	41
1.4.1	Training, Stocking, etc..	07/21/26	08/31/26	41
1.5	Phase 5: Lounge Opening Date	09/01/26	09/01/26	0

RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

INSURANCE COMPANIES WHICH DO NOT HAVE AN AMBEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK ANAGEMENT.

The only evidence of insurance accepted will be either a Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Endorsements:

- **General Liability Additional Insured Endorsement (CG 20 10 or similar)**
- **General Liability Additional Insured Endorsement Products & Completed Operations (CG 20 37 or similar)
(ISO Standard Endorsements preferred)**
- **Workers Compensation Waiver of Subrogation Endorsement
(WC 04 03 06 or similar)**

Certificate Holder:

Los Angeles World Airports

PO Box 92216

Los Angeles, CA 90009

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

Language written on a certificate of insurance is not acceptable as an endorsement.

A blanket/automatic endorsement is not acceptable unless you have a direct contract with LAWA.

LOS ANGELES ADMINISTRATIVE CODE
Div. 10, Ch. 1, Art. 1

CHILD SUPPORT

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will

fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et*

seq. and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff. 2-13-99.

CIVIL RIGHTS – TITLE VI ASSURANCES

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

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Agreements for the Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

- A. The [grantee, lessee, permittee, etc. as appropriate] for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, and in the case of deeds and leases intends as a covenant running with the land, that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this [deed, license, lease, permit, etc.] for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee, permittee, etc.] will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to [licenses, leases, permits, etc.], in the event of breach of any of the above Nondiscrimination covenants, LAWA will have the right to terminate the [lease, license, permit, etc.] and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the [lease, license, permit, etc.] had never been made or issued.
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, LAWA will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of LAWA and its assigns.

IV. Agreements for the Construction/Use/Access to Real Property Acquired Under the Airport Improvement Activity, Facility, or Program.

- A. The [grantee, licensee, permittee, etc., as applicable] for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, and in the case of deeds and leases intends as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the [grantee, licensee, lessee, permittee, as applicable] will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to [licenses, leases, permits, etc.], in the event of breach of any of the above Non-discrimination covenants, LAWA will have the right to terminate the [license, permit, etc., as appropriate] and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, permit, etc., as appropriate] had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, LAWA will there upon revert to and vest in and become the absolute property of LAWA and its assigns.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;

2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying

Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

CHAPTER 1, ARTICLE 11

LIVING WAGE

- Section
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 - 10.37.14 Contracts, Employers and Employees Not Subject to this Article.
 - 10.37.15 Exemptions.
 - 10.37.16 Severability.

Sec. 10.37. Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to other firms for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. These expenditures serve to promote the goals established for the grant programs and for similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services all too often has resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. The minimal compensation tends to inhibit the quantity and quality of services rendered by those employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article, the City intends to require service contractors to provide a minimum level of compensation which will improve the level of services rendered to and for the City.

The inadequate compensation leaves service employees with insufficient resources to afford life in Los Angeles. Contracting decisions involving the expenditure of City funds should not foster conditions that place a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

In comparison with the wages paid at San Francisco International Airport, the wage for Los Angeles airport workers is often lower even though the airports are similar in the number of passengers they serve and have similar goals of providing a living wage to the airport workforce. Studies show that higher wages at the airport leads to increases in worker productivity and improves customer service. Higher wages for airport workers also results in a decline in worker turnover, yielding savings to the employers and alleviating potential security concerns. Therefore, the City finds that a higher wage for airport employees is needed to reduce turnover and retain a qualified and stable workforce.

Many airport workers who provide catering services to the airlines are paid below the living wage. Federal law allows employment contract agreements between airline caterers and its workers to remain in effect without an expiration date, effectively freezing wages for workers. Long-term employment contract agreements provide little incentive for employers to renegotiate the employment contract agreements with their workers. Airline catering

workers often struggle to pay their bills, sometimes having to choose between paying medical bills and buying food for their families. The City finds that airline caterers should pay their workers, at a minimum, the living wage with benefits.

Airport workers are also the first to respond when an emergency occurs at the airport. In order to properly assist first responders during a crisis at the airport, the City finds that airport employees of Certified Service Provider License Agreement holders should be formally trained for an emergency response at the airport.

Nothing less than the living wage should be paid by employers that are the recipients of City financial assistance. Whether workers are engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor.

The City holds a proprietary interest in the work performed by many employees of City lessees and licensees and by their service contractors, subcontractors, sublessees and sublicensees. The success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby hinders the opportunity for success of City operations. A proprietary interest in providing a living wage is important for various reasons, including, but not limited to: 1) the public perception of the services or products rendered to them by a business; 2) security concerns related to the location of the business or any product or service the business produces; or 3) an employer's industry-specific job classification which is in the City's interest to cover by the living wage. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage further serves a proprietary concern of the City. If an employer does not comply with this article, the City may: 1) declare a material breach of the contract; 2) declare the employer non-responsible and limit its ability to bid on future City contracts, leases or licenses; and 3) exercise any other remedies available.

SECTION HISTORY

Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In
Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord.
No. 185,321, Eff. 1-20-18.

Sec. 10.37.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Airline Food Caterer" means any Employer that, with respect to the Airport:

(1) prepares food or beverage to or for aircraft crew or passengers;

(2) delivers prepared food or beverage to or for aircraft crew or passengers;

(3) conducts security or inspection of aircraft food or beverage; or

(4) provides any other service related to or in connection with the preparation of food or beverage to or for aircraft crew or passengers.

(b) "Airport" means the Department of Airports and each of the airports which it operates.

(c) "Awarding Authority" means the governing body, board, officer or employee of the City or City Financial Assistance Recipient authorized to award a Contract and shall include a department which has control of its own funds.

(d) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds.

(e) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of \$1,000,000 or more in any 12-month period shall require compliance with this article for five years from the date such assistance reaches the \$1,000,000 threshold. For assistance in any 12-month period totaling less than \$1,000,000 but at least \$100,000, there shall be compliance for one year, with the period of compliance beginning when the accrual of continuing assistance reaches the \$100,000 threshold.

Categories of assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan at market rate shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §§ 1274(d) and 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if:

(1) it is in its first year of existence, in which case the exemption shall last for one year;

(2) it employs fewer than five Employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year; or

(3) it obtains a waiver as a recipient who employs the long-term unemployed or provides trainee positions intended to prepare Employees for permanent positions. The recipient shall attest that compliance with this article would cause an economic hardship and shall apply in writing to the City department or office administering the assistance. The department or office shall forward the waiver application and the department or office's recommended action to the City Council. Waivers shall be effected by Council resolution.

(f) **"Contractor"** means any person that enters into:

(1) a Service Contract with the City;

(2) a contract with a Public Lessee or Licensee; or

(3) a contract with a City Financial Assistance Recipient to help the recipient in performing the work for which the assistance is being given.

(g) **"Designated Administrative Agency (DAA)"** means the Department of Public Works, Bureau of Contract Administration, which shall bear administrative responsibilities under this article.

(h) **"Employee"** means any person who is not a managerial, supervisory or confidential employee who expends any of his or her time working for an Employer in the United States.

(i) **"Employer"** means any person who is:

(1) a City Financial Assistance Recipient;

(2) Contractor;

(3) Subcontractor;

(4) Public Lessee or Licensee; and

(5) Contractor, Subcontractor, sublessee or sublicensee of a Public Lessee or Licensee.

(j) **"Person"** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may employ individuals or enter into contracts.

(k) **"Public Lease or License"** means, except as provided in Section 10.37.15, a lease, license, sublease or sublicense of City property, including, but not limited to, Non-Exclusive License Agreements, Air Carrier Operating Permits and Certified Service Provider License Agreements (CSPLA), for which services are furnished by Employees where any of the following apply:

(1) The services are rendered on premises at least a portion of which is visited by members of the public (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities);

(2) Any of the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) The DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(l) "Service Contract" means a contract involving an expenditure in excess of \$25,000 and a contract term of at least three months awarded to a Contractor by the City to furnish services for the City where any of the following apply:

(1) at least some of the services are rendered by Employees whose work site is on property owned or controlled by the City;

(2) the services feasibly could be performed by City employees if the City had the requisite financial and staffing resources; or

(3) the DAA has determined in writing as approved by the Board of Public Works that coverage would further the proprietary interests of the City. Proprietary interest includes, but is not limited to:

(i) the public perception of the services or products rendered to them by a business;

(ii) security concerns related to the location of the business or any product or service the business produces; or

(iii) an Employer's industry-specific job classifications as defined in the regulations.

(m) "Subcontractor" means any person not an Employee who enters into a contract:

(1) to assist in performance of a Service Contract;

(2) with a Public Lessee or Licensee, sublessee, sublicensee or Contractor to perform or assist in performing services for the leased or licensed premises.

(n) "Willful Violation" means that the Employer knew of its obligations under this article and deliberately failed or refused to comply with its provisions.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; Subsecs. (a) through (l) re-lettered (d) through (o), respectively and new Subsecs. (a), (b), and (c) added, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.2. Payment of Minimum Compensation to Employees.

(a) Wages. An Employer shall pay an Employee for all hours worked on a Service Contract or if a Public Lease or License or for a Contractor of a Public Lessee or Licensee, for all hours worked furnishing a service relating to the City, a wage of no less than the hourly rates set under the authority of this article.

(1) Non-Airport Employee Wages.

(i) If an Employer provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.25 per hour.

b. On July 1, 2019, the wage rate for an Employee shall be no less than \$14.25 per hour.

c. On July 1, 2020, the wage rate for an Employee shall be no less than \$15.00 per hour.

d. On July 1, 2022, and annually thereafter, the hourly wage rate paid to an Employee shall be adjusted consistent with any adjustment pursuant to Section 187.02 D. of the Los Angeles Municipal Code.

(ii) If an Employer does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section

10.37.2(a)(1)(i) and an additional wage rate of \$1.25 per hour.

(iii) Section 10.37.11 is not applicable to this subdivision.

(2) Airport Employee Wages.

(i) If an Employer servicing the Airport provides an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the following:

a. On July 1, 2017, the wage rate for an Employee shall be no less than \$12.08 per hour.

b. On July 1, 2018, the wage rate for an Employee shall be no less than \$13.75 per hour.

c. On July 1, 2019, the wage rate for an Employee shall be no less than \$15.25 per hour.

d. On July 1, 2020, the wage rate for an Employee shall be no less than \$16.50 per hour.

e. On July 1, 2021, the wage rate for an Employee shall be no less than \$17.00 per hour.

f. Beginning on July 1, 2022, the wage rate for an Employee shall increase annually, on July 1, to an amount \$2.00 above the minimum rate under the City's Minimum Wage Ordinance for that same period of time.

(ii) If an Employer servicing the Airport does not provide an Employee with health benefits as provided in Section 10.37.3 of this article, the Employee shall be paid the applicable wage rate in Section 10.37.2(a)(2)(i) and an additional wage rate as follows:

a. On July 1, 2017, an Employer servicing the Airport shall pay an Employee an additional wage rate of \$5.18 per hour.

b. Beginning on July 1, 2018, an Employer servicing the Airport shall pay an Employee an additional wage rate per hour

equal to the health benefit payment in effect for an Employee pursuant to Section 10.37.3(a)(5).

(3) An Employer may not use tips or gratuities earned by an Employee to offset the wages required under this article.

(b) **Compensated Time Off.** An Employer shall provide an Employee compensated time off as follows:

(1) An Employee who works at least 40 hours per week or is classified as a full-time Employee by the Employer shall accrue no less than 96 hours of compensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of compensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Compensated Time Off.**

(i) An Employee must be eligible to use accrued paid compensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner. Compensated time off shall be paid at an Employee's regular wage rate at the time the compensated time off is used.

(ii) An Employee may use accrued compensated time off hours for sick leave, vacation or personal necessity.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued compensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) The DAA may allow an Employer's established compensated time off policy to remain in place even though it does not meet these requirements, if the DAA determines that the Employer's established policy is overall more generous.

(v) Unused accrued compensated time off shall carry over until time off reaches a maximum of 192 hours, unless the Employer's established policy is overall more generous.

(vi) After an Employee reaches the maximum accrued compensated time off, an Employer shall provide a cash payment once every 30 days for accrued compensated time off over the maximum. An Employer may provide an Employee with the option of cashing out any portion of, or all of, the Employee's accrued compensated time off, but, an Employer shall not require an Employee to cash out any accrued compensated time off. Compensated time off cashed out shall be paid to the Employee at the wage rate that the Employee is earning at the time of cash out.

(vii) An Employer may not implement any unreasonable employment policy to count accrued compensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

(4) **Compensated Release Time.** An Employer servicing the Airport who holds a Certified Service Provider License Agreement and is subject to this article shall comply with the following additional requirements:

(i) A CSPLA Employer shall provide an Employee at the Airport, 16 hours of additional compensated release time annually to attend and complete emergency response training courses approved by the Airport.

(ii) By December 31, 2018, and continuing thereafter on an annual basis, an Employee of a CSPLA Employer shall successfully complete the 16 hours of emergency response training.

(iii) An Employee of a CSPLA Employer hired after December 31, 2018, shall complete the 16 hours of emergency response training within 120 days of the first date of hire.

(iv) The 16 hours of compensated release time shall only be used to attend Airport approved annual emergency response training courses. The 16 hours of compensated release time does not accumulate or carry over to the following year. The 16 hours of compensated release time shall not be included as part of the 96 hours of compensated time off required under this article.

(c) **Uncompensated Time Off.** An Employer shall provide an Employee uncompensated time off as follows:

(1) An Employee who works at least 40 hours a week or is classified as a full-time Employee by an Employer shall accrue no less than 80 hours of uncompensated time off per year.

(2) An Employee who works less than 40 hours per week and is not classified as a full-time Employee by the Employer shall accrue hours of uncompensated time off in increments proportional to that accrued by an Employee who works 40 hours per week.

(3) **General Rules for Uncompensated Time Off.**

(i) An Employee must be eligible to use accrued uncompensated time off after the first 90 days of employment or consistent with company policies, whichever is sooner.

(ii) Uncompensated time off may only be used for sick leave for the illness of an Employee or a member of his or her immediate family and where an Employee has exhausted his or her compensated time off for that year.

(iii) An Employer may not unreasonably deny an Employee's request to use the accrued uncompensated time off. The DAA, through regulations, may provide guidance on what is considered unreasonable.

(iv) Unused accrued uncompensated time off shall carry over until the time off reaches a maximum of 80 hours, unless the Employer's established policy is overall more generous.

(v) An Employer may not implement any unreasonable employment policy to count accrued uncompensated time off taken under this article as an absence that may result in discipline, discharge, suspension or any other adverse action.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec.

(a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec.

(a), Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No.

184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff.

1-20-18; Subsec. (a)(1), Ord. No. 185,745, Eff. 10-15-18.

Sec. 10.37.3. Health Benefits.

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment by an Employer of at least \$1.25 per hour to Employees towards the provision of health care benefits for an Employee and his or her dependents. On July 1, 2017, the health benefit rate for an Employee working for an Employer servicing the Airport shall be at least \$5.18 per hour. On July 1, 2018, the annual increase for Employees working for an Employer servicing the Airport shall continue as provided in Section 10.37.3(a)(5).

(1) Proof of the provision of such benefits must be submitted to the Awarding Authority to qualify for the wage rate in Section 10.37.2(a) for Employees with health benefits.

(2) Health benefits include health coverage, dental, vision, mental health and disability income. For purposes of this article, retirement benefits, accidental death and dismemberment insurance, life insurance and other benefits that do not provide medical or health related coverage will not be credited toward the cost of providing Employees with health benefits.

(3) If the Employer's hourly health benefit payment is less than that required under this article, the difference shall be paid to the Employee's hourly wage.

(4) Health benefits are not required to be paid on overtime hours.

(5) On July 1, 2018, and annually thereafter each July 1, the amount of payment for health benefits provided to an Employee working for an Employer servicing the Airport shall be adjusted by a percentage equal to the percentage increase, if any, in the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: Medical Care Services, as measured from January to December of the preceding year. The DAA shall announce the adjusted rates on February 1st and publish a bulletin announcing the adjusted rates, which shall take effect on July 1st of each year.

(b) **Periodic Review.** At least once every three years, the City Administrative Officer shall review the health benefit payment by Employers servicing the Airport set forth in Section 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to

assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 180,877, Eff. 10-19-09; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.4. Employer Reporting and Notification Requirements.

(a) An Employer shall post in a prominent place in an area frequented by Employees a copy of the Living Wage Poster and the Notice Regarding Retaliation, both available from the DAA.

(b) An Employer shall inform an Employee of his or her possible right to the federal Earned Income Credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to an Employee forms informing them about the EIC and forms required to secure advance EIC payments from the Employer.

(c) An Employer is required to retain payroll records pertaining to its Employees for a period of at least four years, unless more than four years of retention is specified elsewhere in the contract or required by law.

(d) A Contractor, Public Lessee, Licensee, and City Financial Assistant Recipient is responsible for notifying all Contractors, Subcontractors, sublessees, and sublicensees of their obligation under this article and requiring compliance with this article. Failure to comply shall be a material breach of the contract.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.5. Retaliation Prohibited.

An Employer shall not discharge, reduce in compensation, or otherwise discriminate against any Employee for complaining to the City with regard to the Employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article,

for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.

Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.6. Enforcement.

(a) An Employee claiming violation of this article may bring an action in the Superior Court of the State of California against an Employer and may be awarded:

(1) For failure to pay wages required by this article, back pay shall be paid for each day during which the violation occurred.

(2) For failure to comply with health benefits requirements pursuant to this article, the Employee shall be paid the differential between the wage required by this article without health benefits and such wage with health benefits, less amounts paid, if any, toward health benefits.

(3) For retaliation the Employee shall receive reinstatement, back pay or other equitable relief the court may deem appropriate.

(4) For Willful Violations, the amount of monies to be paid under Subdivisions (1) - (3), above, shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an Employee who prevails in any such enforcement action and to an Employer who prevails and obtains a court determination that the Employee's lawsuit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies. Contracts shall provide that violation of this article shall constitute a material breach thereof and entitle the Awarding Authority to terminate the contract and otherwise pursue legal remedies that may be available. Contracts shall also include an agreement that the Employer shall comply with federal law proscribing retaliation for union organizing.

(d) The DAA may audit an Employer at any time to verify compliance. Failure by the Employer to cooperate

with the DAA's administrative and enforcement actions, including, but not limited to, requests for information or documentation to verify compliance with this article, may result in a determination by the DAA that the Employer has violated this article.

(e) An Employee claiming violation of this article may report the claimed violation to the DAA, which shall determine whether this article applies to the claimed violation.

(1) If any of the Employee's allegations merit further review, the DAA shall perform an audit; the scope of which will not exceed four years from the date the complaint was received.

(2) If the claimed violation is filed after a contract has expired, and information needed for the review is no longer readily available, the DAA may determine this article no longer applies.

(3) In the event of a claimed violation of the requirements relating to compensated time off, uncompensated time off or wages, the DAA may require the Employer to calculate the amount the Employee should have earned and compensate the Employee. Nothing shall limit the DAA's authority to evaluate the calculation.

(i) If the DAA determines that an Employer is in violation of Section 10.37.2(b), the time owed must be made available immediately. At the Employer's option, retroactive compensated time off in excess of 192 hours may be paid to the Employee at the current hourly wage rate.

(ii) If the DAA determines that an Employer is in violation of Section 10.37.2(c), the Employer shall calculate the amount of uncompensated time off that the Employee should have accrued. This time will be added to the uncompensated time off currently available to the Employee and must be available immediately.

(f) Where the DAA has determined that an Employer has violated this article, the DAA shall issue a written notice to the Employer that the violation is to be corrected within ten days or other time period determined appropriate by the DAA.

(g) In the event the Employer has not demonstrated to the DAA within such period that it has cured the violation, the DAA may then:

(1) Request the Awarding Authority to declare a material breach of the Service Contract, Public Lease or License, or financial assistance agreement and exercise its contractual remedies thereunder, which may include, but not be limited to: (i) termination of the Service Contract, Public Lease or License, or financial assistance agreement; (ii) the return of monies paid by the City for services not yet rendered; and (iii) the return to the City of money held in retention (or other money payable on account of work performed by the Employer) when the DAA has documented the Employer's liability for unpaid wages, health benefits or compensated time off.

(2) Request the Awarding Authority to declare the Employer non-responsible from future City contracts, leases and licenses in accordance with the Contractor Responsibility Ordinance (LAAC Section 10.40, et seq.) and institute proceedings in a manner that is consistent with law.

(3) Impose a fine payable to the City in the amount of up to \$100 for each violation for each day the violation remains uncured.

(4) Exercise any other remedies available at law or in equity.

(h) Notwithstanding any provision of this Code or any other law to the contrary, no criminal penalties shall attach for violation of this article.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.7. Administration.

The DAA shall administer the requirement of this article and monitor compliance, including the investigation of claimed violations. The DAA shall promulgate rules and regulations consistent with this article for the implementation of the provision of this article. The DAA shall also issue determinations that persons are City Financial Assistance Recipients, that particular contracts shall be regarded as "Service Contracts" for purposes of Section 10.37.1(l), and that particular leases and licenses shall be regarded as "Public Leases" or "Public Licenses" for purposes of Section 10.37.1(k), when it receives an

application for a determination of non-coverage or exemption as provided for in Section 10.37.14 and 10.37.15.

The DAA may require an Awarding Authority to inform the DAA about all contracts in the manner described by regulation. The DAA shall also establish Employer reporting requirements on Employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report on compliance to the City Council no less frequently than annually.

Every three years after July 1, 2018, the Chief Legislative Analyst (CLA) with the assistance of the City Administrative Officer (CAO) shall commission a study to review the state of the Airport's regional economy; minimum wage impacts for Employees servicing the Airport; Airport service industry impacts; temporary workers, guards and janitors impacts; restaurants, hotels and bars impacts; transitional jobs programs impacts; service charges, commissions and guaranteed gratuities impacts; and wage theft enforcement. On an annual basis, the CLA and CAO shall collect economic data, including jobs, earnings and sales tax. The Study shall also address how extensively affected Employers are complying with this article, how the article is affecting the workforce composition of affected Employers, and how the additional costs of the article have been distributed among Employees, Employers and the City.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.8. City is a Third Party Beneficiary of Contracts Between an Employer and Subcontractor for Purposes of Enforcement.

Any contract an Employer executes with a Contractor or Subcontractor, as defined in Section 10.37.1(f) and (m), shall contain a provision wherein the Contractor or Subcontractor agree to comply with this article and designate the City as an intended third party beneficiary for purposes of enforcement directly against the Contractor or Subcontractor, as provided for in Section 10.37.6 of this article.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord.
 No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord.
 No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321,
 Eff. 1-20-18.

Sec. 10.37.9. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an Employee's right to bring legal action for violation of other minimum compensation laws.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In
 Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord.
 No. 185,321, Eff. 1-20-18.

Sec. 10.37.10. Expenditures Covered.

This article shall apply to the expenditure – whether through aid to City Financial Assistance Recipients, Service Contracts let by the City or Service Contracts let by its Financial Assistance Recipients – of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In
 Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord.
 No. 185,321, Eff. 1-20-18.

Sec. 10.37.11. Timing of Application.

The provisions of this article shall become operative 60 days following the effective date of the ordinance and are not retroactive.

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec.
 (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 3-24-01;
 Subsec. (d) Added, Ord. No. 180,877, Eff. 10-19-09; In
 Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord.
 No. 185,321, Eff. 1-20-18.

Sec. 10.37.12. Express Supersession by Collective Bargaining Agreement.

The requirements of this article may be superseded by a collective bargaining agreement if expressly stated in the agreement. This provision applies to any collective bargaining agreement that expires or is open for negotiation of compensation terms after the effective date of this ordinance. Any collective bargaining agreement that purports to supersede any requirement of this article shall be submitted by the Employer to the DAA.

(a) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Employers servicing the Airport only when an Employee is paid a wage not less than the applicable wage rate in Section 10.37.2(a)(2)(i).

(b) A collective bargaining agreement may expressly supersede the requirements of this article with respect to Employees of Airline Food Caterers only when an Employee of the Airline Food Caterer is paid a total economic package no less than the applicable wage rate in Section 10.37.2(a)(2)(ii).

SECTION HISTORY

Added by Ord. No. 171,547, Eff. 5-5-97.
 Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In
 Entirety, Ord. No. 184,318, Eff. 7-7-16; Title and Section
 In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.13. Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City Financial Assistance Recipient" in Section 10.37.1(e), of "Public Lease or License" in Section 10.37.1(k), and of "Service Contract" in Section 10.37.1(l) shall be liberally interpreted so as to further the policy objectives of this article. All City Financial Assistance Recipients meeting the monetary thresholds of Section 10.37.1(e), all Public Leases and Licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services shall be presumed to meet the corresponding definition mentioned above, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with the City of their opportunity to apply for

a determination of non-coverage or exemption and procedures for making determinations on such applications.

SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.
Amended by: Ord. No. 173,747, Eff. 2-24-01; In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18; In Entirety, Ord. No. 185,745, Eff. 10-15-18.

Sec. 10.37.14. Contracts, Employers and Employees Not Subject to this Article.

The following contracts are not subject to the Living Wage Ordinance. An Awarding Authority, after consulting with the DAA, may determine whether contracts and/or Employers are not subject to the Living Wage Ordinance due to the following:

(a) a contract where an employee is covered under the prevailing wage requirements of Division 2, Part 7, of the California Labor Code unless the total of the basic hourly rate and hourly health and welfare payments specified in the Director of Industrial Relations' General Prevailing Wage Determinations are less than the minimum hourly rate as required by Section 10.37.2(a) of this article.

(b) a contract with a governmental entity, including a public educational institution or a public hospital.

(c) a contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.
Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.15. Exemptions.

Upon the request of an Employer, the DAA may exempt compliance with this article. An Employer seeking an exemption must submit the required documentation to the DAA for approval before the exemption takes effect.

(a) A Public Lessee or Licensee, that employs no more than seven people total on and off City property shall be exempted. A lessee or licensee shall be deemed to employ no more than seven people if the

company's entire workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the previous calendar year. If a Public Lease or License has a term of more than two years, the exemption granted pursuant to this section shall expire after two years, but shall be renewable in two-year increments.

(b) Non-Profit Organizations. Corporations organized under Section 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation, shall be exempted as to all Employees other than child care workers.

(c) Students. High school and college students employed in a work study or employment program lasting less than three months shall be exempt. Other students participating in a work-study program shall be exempt if the Employer can verify to the DAA that:

(1) The program involves work/training for class or college credit and student participation in the work-study program is for a limited duration, with definite start and end dates; or

(2) The student mutually agrees with the Employer to accept a wage below this article's requirements based on a training component desired by the student.

(d) Nothing in this article shall limit the right of the Council to waive the provisions herein.

(e) Nothing in this article shall limit the right of the DAA to waive the provisions herein with respect to and at the request of an individual Employee who is eligible for benefits under Medicare, a health plan through the U.S. Department of Veteran Affairs or a health plan in which the Employee's spouse, domestic partner or parent is a participant or subscriber to another health plan. An Employee who receives this waiver shall only be entitled to the hourly wage pursuant to Section 10.37.2(a)(2)(i).

SECTION HISTORY

Added by Ord. No. 184,318, Eff. 7-7-16.
Amended by: In Entirety, Ord. No. 185,321, Eff. 1-20-18.

Sec. 10.37.16. Severability.

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION HISTORY

Added by Ord. No. 172,336, Eff. 1-14-99.

Amended by: In Entirety, Ord. No. 184,318, Eff. 7-7-16; In Entirety, Ord. No. 185,321, Eff. 1-20-18.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

AD Partnership, LLC 5217 Tennyson Parkway, Suite 100, Plano TX 75024 214-471-2770

Company Name, Address and Phone Number

DocuSigned by: 28 September 2022 | 5:24 PM B
 Signatur Nancy Knipp uthorized Representative Date
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 Nancy knipp President

Print Name and Title of Officer or Authorized Representative

Common Use Lounge Operator Tom Bradley International Terminal Gateway at Los Angeles International Airport

Project Title

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport” shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

“Coalition” shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister’s Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

“Coalition Representative” shall mean the following: The Coalition shall designate one individual as the “Coalition Representative” authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

- First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
 - 1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
 - 2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
 - 3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of

this Program, and the conflicting provisions of this Program shall not be enforceable.

- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and

the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

"CARB" shall mean the California Air Resources Board.

"Covered Vehicle" is defined in Section II below.

"Compliance Plan" is defined in subsection VII.C. below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the

Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“LEV” shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

“LEV II” shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

“LEV III” shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

“Low-Use Vehicle” shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

“Optional Low NOx” shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

II. Covered Vehicles.

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

III. Maximum Allowable Vehicle Age Requirement. In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

IV. Compliance Schedule.

- A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.
- B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

V. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

VI. Annual Reporting Requirement.

- A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.
- B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.
- C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

VII. Enforcement.

- A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:
 - i) Failure to submit an annual report pursuant to Section VI above.
 - ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
 - iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.
- B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.
- C. Compliance Plan.**
- i) Operators shall transition to compliant vehicles as soon as practicable.
 - ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
 - iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
 - iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.
- D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

IX. Periodic Review. This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)		AD Partnership LLC	BTRC (or n/a) 0003326291-0001-9
By (Authorized Signature)		<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by: </div> 	
Print Name and Title of Person Signing Nancy Knipp President			
Date Executed	City Approval (Signature)	(Print Name)	

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)