

**ATTACHMENT 1  
Concession Agreement Summary**

Agreement With	Agreement No.	Local Contact	Corporate Address
DFS Group, L.P.	LAA-8647	Martin Mathews, Quentin Chan	1580 Francisco Street, Torrance, CA 90501
Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC	LAA-8550	Courtney Thornton, Jeff Martin	300 World Way, Los Angeles, CA 90045
LAX Retail Magic 2 JV	LAA-8551	Courtney Thornton, Jeff Martin	300 World Way, Los Angeles, CA 90045
LAX Retail Magic 3-4 JV	LAA-8552	Courtney Thornton, Jeff Martin	300 World Way, Los Angeles, CA 90045
LAX Retail Magic 3-4 JV	LAA-8542	Courtney Thornton, Jeff Martin	300 World Way, Los Angeles, CA 90045
Areas USA LAX, LLC	LAA-8546, 8547, 8548, 8843, 8964	Carlos Bernal, Ayaz Siddiki	5301 Blue Lagoon Dr. Ste. 690, Miami FL 33126
DN Dakota/JME LAX 8589 Farmers, LLC	LAA-8589	Bob Wilson, Christopher Angne	250 Delaware Avenue, Buffalo, NY 14202
DN Dakota/JME LAX 8549 Pucks, LLC	LAA-8549	Bob Wilson, Christopher Angne	250 Delaware Avenue, Buffalo, NY 14202
Host International, Inc.	LAA-8586, 8587	Derryl Benton, Amy Dunne, Kendra Arroyo	6905 Rockledge Drive, Bethesda, MD 20817
XpressSpa LAX Airport, LLC	LAA-8543	Doug Satzman	254 W. 31st St., 11th Floor, New York NY 10001
AIClear	LAA-9095	Kenneth Kornick	650 5th Ave 17th Floor, New York, NY 10019
Lenlyn Ltd dba ICE Currency Services	LAA-8831	Bharat Shah	5777 W. Century Blvd., Suite 1550, Los Angeles, CA 90045
URW Airports, LLC	LAA-8640	Dan Hough, Mike Salzman	2049 Century Park East, 41st Floor, Los Angeles, CA 90067
URW Airports, LLC	LAA-8613	Dan Hough, Mike Salzman	2049 Century Park East, 41st Floor, Los Angeles, CA 90067
JCDecaux Airport, Inc	LAA-8796	Alan Sullivan, Stacey Kodak	Empire State Building, 350 5th Ave, 73rd Fl, New York NY 10118

FIFTH AMENDMENT TO LOS ANGELES INTERNATIONAL AIRPORT DUTY FREE  
MERCHANDISE CONCESSION AGREEMENT, LAA-8647  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND DFS GROUP, L.P.

This Fifth Amendment to Los Angeles International Airport Duty Free Merchandise Concession Agreement, LAA-8647 (this "Fifth Amendment") is made and entered into as of \_\_\_\_\_, 2021 ("Effective Date") 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 DFS GROUP, L.P., a Delaware limited partnership ("DFO"), with reference to the following:

RECITALS

WHEREAS, City and DFO heretofore entered into that certain Los Angeles International Airport Duty Free Merchandise Concession Agreement (Board File No. LAA-8647) dated August 15, 2012, as amended by that certain First Amendment to the Los Angeles International Airport Duty Free Merchandise Concession Agreement (Board File No. LAA-8647A) dated February 26, 2015 between City and DFO, by that certain second amendment in the form of a letter agreement (Board File No. LAA-8647B) dated April 22, 2020 and entered into on May 28, 2020 between City and DFO (the "Second Amendment"), by that certain third amendment in the form of a letter amendment (Board File No. LAA-8647C) dated September 24, 2020 and entered into on December 18, 2020 between City and DFO (the "Third Amendment"), and by that certain Fourth Amendment to the Los Angeles International Airport Duty Free Merchandise Concession Agreement (Board File No. LAA-8647D) entered into on March 11, 2021 between City and DFO (as amended, the "Agreement"). Unless otherwise defined in this Fifth Amendment or the context otherwise requires, the capitalized terms used in this Fifth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement, among other things, to temporarily adjust the Minimum Annual Guaranteed Rent (sometimes also referred to as the MAG) on the terms and conditions set forth in this Fifth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1 - Definitions. For purposes of this Fifth Amendment, the following capitalized terms shall have the respective meanings as set forth below:

(a) "MAG Suspension Year" shall mean the Year beginning on July 1, 2021 and ending on June 30, 2022.

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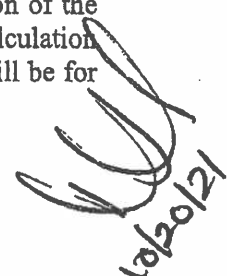
(b) "MAG Adjustment Year" shall mean the Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) "Temporary Floor Element Amount" shall mean an amount equal to (x) the Floor Element Amount as adjusted for the applicable Year as provided in Section 4.1.1.1 of the Agreement multiplied by (y) the Recovery Ratio (as defined below) for the applicable Year.

(d) "Recovery Ratio" means the ratio for the applicable Year as set forth below, provided, however, that in no event shall the Recovery Ratio be greater than 1.0. The Recovery Ratio for a given Year is the ratio of (x) the total number of international passenger enplanements in TBIT for the Comparison Enplanement Period (as defined below) to (y) the total number of international passenger enplanements in TBIT for the Base Enplanement Period (as defined below) (it being understood however that in no event shall the Recovery Ratio be greater than 1.0). For purposes of the Recovery Ratio, the "Comparison Enplanement Period" shall be the twelve (12) month period from March through February immediately preceding the applicable Year. For purposes of the Recovery Ratio, the "Base Enplanement Period" shall be the twelve (12) month period beginning March 1, 2019 and ending February 29, 2020. For purposes of illustration and the avoidance of doubt, the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2023 and ending June 30, 2024 is the period beginning March 1, 2022 and ending February 28, 2023; and the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2024 and ending June 30, 2025 is the period beginning March 1, 2023 and ending February 29, 2024. For purposes of determining the Recovery Ratio, international passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) "Complete Recovery" shall mean the first occurrence following the Base Enplanement Period in which the total number of international passenger enplanements in TBIT for the Comparison Enplanement Period is at least one hundred percent (100%) of the total number of international passenger enplanements in TBIT for the Base Enplanement Period (i.e., the Recovery Ratio for TBIT has reached 1.0 for the first time since the Base Enplanement Period).

Section 2 – Change of Annual Period for Calculation of Base Rent. In order to implement the MAG suspension and temporary adjustment provisions of this Fifth Amendment, the annual period for the calculation of the Base Rent (including the calculation of the Minimum Annual Guaranteed Rent, Floor Element Amount, Prior Year Element Amount, PIPP Element Amount, Performance Rent, the Percentage Rent and Contingent Rent) under Article IV of the Agreement is being amended by this Section 2, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, to be the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (instead of the current annual period beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>). Accordingly, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term (including any extension thereof), the term "Year" as used in the Agreement shall mean each twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (including any portion of a Year in which the expiration or earlier termination of the Primary Term occurs). As the result of the foregoing amendment to the term Year, the calculation of the Base Rent for the period beginning October 1, 2020 and ending June 30, 2021 will be for

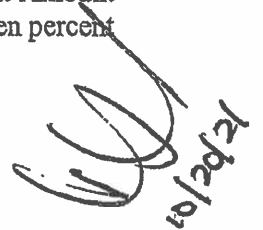


such 9-month period instead of an annual period, and applicable annual amounts used in the calculation of Base Rent will be prorated for such 9-month period. Notwithstanding the foregoing amendment to the term Year, the length of the Primary Term shall not be changed (i.e., the foregoing amendment to the term "Year" shall not change the current September 30, 2026 Expiration Date of the Agreement). For any final fractional Year at the end of the Primary Term, applicable annual amounts used in the calculation of the Base Rent will be appropriately prorated based on the number of months in such final fractional Year.

Section 2.1. As the result of the foregoing amendment to the term Year, the time period for the annual update of the Business and Operations Plan under Section 3.2 of the Agreement shall be changed as set forth in this Section 2.1. Within thirty (30) days following the Effective Date, DFO shall submit to City for approval DFO's proposed updated Business and Operations Plan for the July 1, 2021 through June 30, 2022 Year. For subsequent Years, DFO shall submit its proposed updated Business and Operations Plan to City for approval no later than April 1st immediately preceding the applicable Year (i.e., no later than three (3) months prior to the commencement date of the applicable Year).

Section 3 – Amendment to Agreement Section 4.1.1.1 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, Section 4.1.1.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

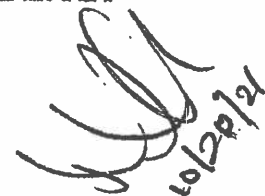
"4.1.1.1 Floor Element Amount. Beginning July 1, 2021, the Floor Element Amount shall be an annual amount equal to Thirty Five Million Eight Hundred Eighty Eight Thousand Nine Hundred Forty Two Dollars (\$35,888,942), subject to annual adjustment thereafter as provided below. Beginning on July 1, 2022 and continuing each July 1<sup>st</sup> thereafter during the period of the Primary Term (each such July 1<sup>st</sup> is referred to herein as an "Adjustment Date"), the Floor Element Amount then in effect shall be adjusted by fifty percent (50%) of the percentage increase, if any, in the CPI (as defined below) in effect for the month of the Adjustment Date over the CPI in effect for the month of July in the immediately prior year; provided, however, for Years beginning with July 1, 2022 and continuing until Complete Recovery, such annual adjustment shall not exceed two and one-half percent (2.5%) of the Floor Element Amount in effect for the prior Year; and provided, further, that in no event shall the Floor Element Amount be decreased as the result of such computation. For purposes of illustrating the calculation of the foregoing annual CPI adjustment to the Floor Element Amount only, assuming that the percentage increase in the CPI for the month of July 2022 is seven percent (7%) compared to the month of July in the immediately prior year (i.e., July 2021) and Complete Recovery has not occurred, then the Floor Element Amount for the July 1, 2022 Adjustment Date would be \$36,786,166 (i. e., such increase is limited to 2.5%). For purposes of further illustrating the calculation of the foregoing annual CPI adjustment to the Floor Element Amount only, assuming that the percentage increase in the CPI for the month of July 2023 is four percent (4%) compared to the month of July in the immediately prior year (i.e., July 2022) and Complete Recovery has not occurred, then the Floor Element Amount for the July 1, 2023 Adjustment Date would be \$37,521,889 (i. e., 50% of such 4% percentage increase would be 2%, and  $1.02 \times \$36,786,166$  is \$37,521,889). For purposes of further illustrating the calculation of the foregoing annual CPI adjustment to the Floor Element Amount only, assuming that the percentage increase in the CPI for the month of July 2024 is seven percent

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(7%) compared to the month of July in the immediately prior year (i.e., July 2023) and Complete Recovery has occurred (i.e., the Recovery Ratio for the Comparison Enplanement Period of March 1, 2023 through February 29, 2024 was 1.0 or more), then the Floor Element Amount for the July 1, 2024 Adjustment Date would be \$38,835,155 (i. e., 50% of such 7% percentage increase would be 3.5%, and  $1.035 \times \$37,521,889$  is \$38,835,155). The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor of CPI-U (all urban consumers) for the Los Angeles-Long Beach-Anaheim, California Area, 1982-1984=100. In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Chief Executive Officer)."

Section 4 – Amendment to Agreement Section 4.1.1.3 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, Section 4.1.1.3 of the Agreement is hereby amended and restated to read in its entirety as follows:

"4.1.1.3 PIPP (Per International Passenger Payment) Element Amount. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, the PIPP Element Amount for a given Year shall be an amount equal to the PIPP Element Rate (as defined below) multiplied by the total number of enplaned international passengers in TBIT (including the Midfield Satellite Concourse as a part thereof) for such Year. Beginning July 1, 2021, the "PIPP Element Rate" shall mean Six Dollars and Eighty Cents (\$6.80), subject to annual adjustment thereafter as provided below. Beginning on July 1, 2022 and continuing each July 1<sup>st</sup> thereafter during the period of the Primary Term (each such July 1<sup>st</sup> is referred to herein as a "PIPP Adjustment Date"), the PIPP Element Rate then in effect shall be adjusted by fifty percent (50%) of the percentage increase, if any, in the CPI in effect for the month of the PIPP Adjustment Date over the CPI in effect for the month of July in the immediately prior year; provided, however, for Years beginning with July 1, 2022 and continuing until Complete Recovery, such annual adjustment shall not exceed two and one-half percent (2.5%) of the PIPP Element Rate in effect for the prior Year; and provided, further, that in no event shall the PIPP Element Rate be decreased as the result of such computation. For purposes of illustrating the calculation of the foregoing annual CPI adjustment to the PIPP Element Rate only, assuming that the percentage increase in the CPI for the month of July 2022 is seven percent (7%) compared to the month of July in the immediately prior year (i.e., July 2021) and Complete Recovery has not occurred, then the PIPP Element Rate for the July 1, 2022 PIPP Adjustment Date would be \$6.97 (i. e., such increase is limited to 2.5%). For purposes of further illustrating the calculation of the foregoing annual CPI adjustment to the PIPP Element Rate only, assuming that the percentage increase in the CPI for the month of July 2023 is four percent (4%) compared to the month of July in the immediately prior year (i.e., July 2022) and Complete Recovery has not occurred, then the PIPP Element Rate for the July 1, 2023 PIPP Adjustment Date would be \$7.11 (i. e., 50% of such 4% percentage increase would be 2%, and  $1.02 \times \$6.97$  is \$7.11 (rounded to the nearest whole cent)). For purposes of further illustrating the calculation of the foregoing annual CPI adjustment to the PIPP Element Rate only, assuming that the percentage increase in the CPI for the month of July 2024 is seven percent (7%) compared to the month of July in the immediately prior year (i.e., July 2023) and Complete Recovery has occurred (i.e., the Recovery Ratio for the Comparison Enplanement Period of March 1, 2023 through February 29, 2024 was 1.0 or more), then the PIPP



Element Rate for the July 1, 2024 PIPP Adjustment Date would be \$7.36 (i.e., 50% of such 7% percentage increase would be 3.5%, and  $1.035 \times \$7.11$  is \$7.36 (rounded to the nearest whole cent)).

Section 5 – Resolution of Base Rent Payable for 7<sup>th</sup> Year. DFO hereby acknowledges and agrees that the amount of the Base Rent payable for the 7<sup>th</sup> Year (i.e., the period beginning October 1, 2019 and ending September 30, 2020) is and shall be calculated and payable as provided in Exhibit “A” attached to this Fifth Amendment (including, without limitation, the calculation of the MAG elements of the Base Rent and any abatement relating to the MAG elements). DFO hereby waives and releases any and all claims against City arising out of or relating to the calculation the Base Rent payable for the 7<sup>th</sup> Year, including, without limitation, any claim based on a different contractual interpretation of the provisions of the Second Amendment or the Third Amendment relating to the calculation thereof.

Section 6 – Resolution of Base Rent Payable for 9-Month Transition Period. DFO hereby acknowledges and agrees that the amount of the Base Rent payable for the 9-month transition period beginning October 1, 2020 and ending June 30, 2021 is the Percentage Rent for such period. DFO hereby waives and releases any and all claims against City arising out of or relating to the calculation the Base Rent payable for such 9-month transition period.

Section 7 – Conditions to Rental Suspension and Temporary Adjustment Provisions. DFO’s eligibility to receive the benefits of the rental suspension, temporary adjustment and rent credit provisions set forth in Sections 8, 9, 10 and 11 of this Fifth Amendment are conditioned upon the satisfaction of the conditions set forth in Sections 7.1, 7.2, 7.3 and 7.4 below. If any of such conditions fail to be satisfied as to DFO, then Sections 8, 9, 10 and 11 of this Fifth Amendment shall not apply nor have any force or effect with respect to DFO. DFO shall immediately notify City of the failure of any of such conditions. DFO’s payment of reduced rent or acceptance of a rent credit pursuant to such Sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled.

Section 7.1. DFO has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Annual Guaranteed Rent (or any element thereof). DFO shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to the American Rescue Plan Act (“ARPA”).

Section 7.2. DFO continues to comply with its obligations to re-employ employees under Section 4(a) of the Second Amendment.

Section 7.3. Each Unit shall be open for operations with adequate staffing to the satisfaction of the Chief Executive Officer. For each Unit to be considered open and to qualify for rental abatement or temporary adjustment, DFO must demonstrate to the satisfaction of the Chief Executive Officer that the total worker hours at each of DFO’s Units is proportional to the passenger traffic in the terminal in which such Unit is located, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless DFO can demonstrate to the Chief Executive Officer’s satisfaction that failure to achieve such staffing levels is solely due

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to challenges to hire employees as documented through significant, well-documented effort to do so or unless the Chief Executive Officer has agreed to adjusted minimum staffing levels as provided below in the case of terminals that have predominantly domestic passenger activity. With regard to terminals with predominantly domestic passenger activity (expressly excluding the TBIT/Midfield Satellite Concourse terminal), the Chief Executive Officer will consider adjustments to such minimum staffing levels based on international passenger activity and to allow for business sustainability. Any such adjustments will be at the discretion of the Chief Executive Officer in his or her reasonable judgment. This provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

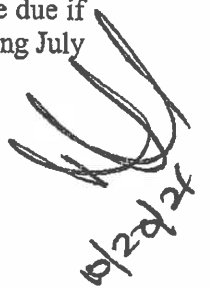
Section 7.4. DFO must consent to and approve of City's calculation of fund allocations under the ARPA as described in Section 11 below.

Section 8 – MAG Suspension for the Year Beginning July 1, 2021 and ending June 30, 2022. Subject to Section 7 above, notwithstanding Sections 4.4.1, 4.1.1.1, 4.1.1.2 and 4.1.1.3 of the Agreement, during the MAG Suspension Year, there shall be no Minimum Annual Guaranteed Rent. For clarity and avoidance of doubt, DFO shall be obligated to pay Performance Rent (i.e., Percentage Rent and Contingent Rent) during the MAG Suspension Year.

Section 9 – Temporary MAG for the Year Beginning July 1, 2022 and Ending June 30, 2023. Subject to Section 7 above and notwithstanding Sections 4.1.1(a) and 4.1.1.1 of the Agreement, during the MAG Adjustment Year, the Minimum Annual Guaranteed Rent shall be the greater of: (i) the Temporary Floor Element Amount for such Year, (ii) the Prior Year Element Amount for such Year, or (iii) the PIPP Element Amount for such Year. For clarity and avoidance of doubt, DFO shall be obligated to pay the greater of the Minimum Annual Guaranteed Rent or the Performance Rent (i.e., Percentage Rent and Contingent Rent) during the MAG Adjustment Year.

Section 10 – Temporary MAG for Year Beginning July 1, 2023 Until Complete Recovery. Subject to Section 7 above and notwithstanding Sections 4.1.1(a) and 4.1.1.1 of the Agreement, commencing with the July 1, 2023 to June 30, 2024 Year and continuing until Complete Recovery, the Minimum Annual Guaranteed Rent shall be the greater of: (i) the Temporary Floor Element Amount for such Year, (ii) the Prior Year Element Amount for such Year or (iii) the PIPP Element Amount for such Year. For clarity and avoidance of doubt, DFO shall be obligated to pay the greater of the Minimum Annual Guaranteed Rent or the Performance Rent (i.e., Percentage Rent and Contingent Rent) during any such Year. For clarity and avoidance of doubt, notwithstanding any provision of this Fifth Amendment, for Years following the occurrence of a Complete Recovery, the provisions of Sections 8 and 9 above and this Section 10 shall be of no further force or effect.

Section 11 – American Rescue Plan Act Credit. Subject to Section 7 above, to the extent that City receives funds under the ARPA, City shall allocate such funds among its concessionaires in accordance with the provisions of the ARPA (including, but not limited to, Section 7102(b)(4)(C) of the ARPA). City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Sections 8 through 10 above. Commencing July



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1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify DFO annually of the amount of ARPA funds applied to date. If City determines that DFO has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide DFO a rent credit for the unused balance of DFO’s ARPA fund allocation.

Section 12 – Determinations Relating to Passenger Enplanements. For purposes of calculating the total number of international passenger enplanements at TBIT in connection with the provisions of this Fifth Amendment and the Agreement, the Midfield Satellite Concourse (also known as the TBIT-West Gates) shall be deemed to be a part of TBIT. The determination of the total number of international passenger enplanements in the commercial airline terminals at the Airport (including TBIT) for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on DFO. The parties acknowledge that the Chief Executive Officer has determined that the total number of international passenger enplanements in TBIT for the Base Enplanement Period was 8,312,434.

Section 13 – References to Executive Director and Chief Executive Officer. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“For purposes of this Agreement, the term “Effective Date” shall mean the date specified as the effective date of this Agreement in the written notification from the Executive Director of the Department of Airports of the City of Los Angeles (or the person or persons designated by the Executive Director to take a specified action on behalf of the Executive Director) (collectively herein, the “Executive Director or Chief Executive Officer”).”

Section 14 – Surcharge Provision Amendment. The first sentence of Section 6.b of the Third Amendment between City and DFO is hereby deleted in its entirety and replaced with the following:

“Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 15 – Digital Program. DFO acknowledges that: (i) City intends to implement an airport-wide digital online shop and dine program and delivery system (“Digital Program”); (ii) such Digital Program may be operated by one or more third party contractors; (iii) if the Digital Program is implemented, DFO shall participate in the Digital Program; and (iv) such Digital Program may not become effective until after the Effective Date of this Amendment. The terms





of such participation by DFO shall be subject to a separate written agreement between City and DFO reasonably satisfactory to the parties. Nothing in this Section shall be construed to preclude participation in the pilot program authorized by Board Resolution no. 27007 (approving the Chief Executive Officer Consent to Permitted Uses).

Section 16 – DFO’s Representations. As a material inducement to City’s entering into this Fifth Amendment, DFO hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to DFO in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by DFO in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) DFO neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and DFO hereby releases City from any claims relating to the foregoing matters.

Section 17 – Miscellaneous. This Fifth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fifth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 18 – Full Force and Effect. Except as amended and modified as set forth in this Fifth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

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IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and DFO has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy Assistant City Attorney  
MICHAEL N. FEUER (Nov 16, 2021 10:18 PST)


Date: 11/16/21

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

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

**ATTEST:**

**DFS GROUP, L.P.**

By:   
Name: Choi Lai Ping  
Title: DFS US Division  
Store Finance Manager


By:   
Name: NATHAN MATTHEWS  
Title: US DIVISION  
MANAGING DIRECTOR DFS

Exhibit "A"

**Base Rent Payable for the 7th Year**

**Minimum Annual Guarantee (October 2019 - March 2020)**

Floor	\$	17,714,959
PIPP	\$	35,438,490

**Percentage Rent**

Oct 2019 to Mar 2020	\$	27,976,538
Apr 2020 to Sep 2020	\$	12,092

<b>Total Rent for AY 07</b>	<b>\$</b>	<b>35,450,582</b>
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PIPP + Apr 20 % Rent

<b>Less: Recapture Adjustment</b>	<b>\$</b>	<b>1,125,000</b>
<b>Adjusted Rent</b>	<b>\$</b>	<b>34,325,582</b>



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FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8550  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC

This Fourth Amendment to Retail Concession Agreement No. LAA-8550 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC, a joint venture (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8550) dated October 21, 2010, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8550A) dated March 2, 2017 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8550A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8550A-2) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) "MAG Suspension Year" shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) "MAG Adjustment Year" shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) "Temporary Minimum Monthly Guaranteed Rent" shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) "Recovery Ratio" shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire's terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the "Comparison Year" for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) "Complete Recovery" shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the "Minimum Monthly Guaranteed Rent" with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the "Minimum Monthly Guaranteed Rent" with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire's payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,

then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8550A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	<b>Unit No.</b>	<b>Terminal</b>	<b>Square Feet</b>	<b>Unit Delivery Date</b>	<b>Unit Commencement Date</b>
	4C	4	2227	November 16, 2011	November 20, 2012
	5M	4	2274	February 16, 2012	September 20, 2012
	5U	5	116		July 1, 2015
	7N	7	947	November 11, 2011	October 10, 2013
	8B	8	879	February 16, 2012	August 16, 2012
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

Section 6. As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there



exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

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

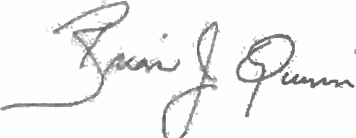
By:   
Deputy/Assistant City Attorney

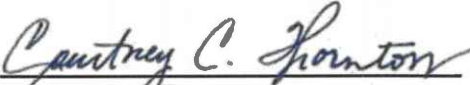
Date: 10/29/21

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

**ATTEST:**

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

By:   
Name: Brian J. Quinn  
Title: Manager / Sole Manager

By:   
Name: Courtney C. Thornton  
Title: Manager / Sole Manager

Schedule 4.1.3

**ACKNOWLEDGEMENT OF GUARANTOR**

The undersigned, HUDSON GROUP (HG) RETAIL, LLC, a Delaware limited liability company (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Fourth Amendment to Los Angeles International Airport Retail Concession Agreement, between the City of Los Angeles Department of Airports and Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC (the "Fourth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the Agreement described in the Fourth Amendment pursuant to that certain Concession Guaranty dated April 14, 2010 (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Fourth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Fourth Amendment by Concessionaire.

**"GUARANTOR"**

**ATTEST:**

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

By: *Courtney C. Thornton*  
Name: Courtney C. Thornton  
Title: Executive Vice President

By: *Brian J. Quinn*  
Name: Brian J. Quinn  
Title: Deputy CEO

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8551  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND LAX RETAIL MAGIC 2 JOINT VENTURE

This Fourth Amendment to Retail Concession Agreement No. LAA-8551 (this "Fourth Amendment") is made and entered into as of \_\_\_\_\_, 2021 ("Effective Date") 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 LAX RETAIL MAGIC 2 JOINT VENTURE, a joint venture, Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC, Soto & Sanchez Investments, Inc., and Z Venture Capital Frontiers, Inc. (collectively, "Concessionaire"), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8551) dated October 21, 2010, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8551A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8551A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8551A-2) dated October 1, 2020 between City and Concessionaire (as amended, the "Agreement"). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) "MAG Suspension Year" shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) "MAG Adjustment Year" shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) "Temporary Minimum Monthly Guaranteed Rent" shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) "Recovery Ratio" shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire's terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the "Comparison Year" for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) "Complete Recovery" shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the "Minimum Monthly Guaranteed Rent" with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the "Minimum Monthly Guaranteed Rent" with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire's payment of reduced

rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail, then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
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LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”



**Section 3.** The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

**Section 4.** The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8551A-2) dated October 1, 2020 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

**Section 5.** Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	Unit No.	Terminal	Square Feet	Unit Delivery Date	Unit Commencement Date
	4G	4	1402	February 16, 2012	July 24, 2013
	4H	4	621	October 16, 2011	August 17, 2012
	5K	5	853	March 5, 2012	September 20, 2012
	5L	5	1093	February 16, 2012	September 20, 2012
	5N	5	340	March 5, 2012	September 15, 2012
	7B	7	1279	September 21, 2011	April 2, 2012
	7F	7	629	August 1, 2012	January 21, 2013
	8G	8	2093	February 16, 2012	September 14, 2012
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

Section 6. As a material inducement to City's entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

Date: 10/29/21

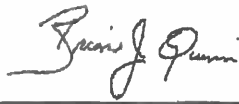
By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports


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

**LAX RETAIL MAGIC 2 JOINT  
VENTURE**

By: HUDSON-MAGIC JOHNSON  
ENTERPRISES-CONCOURSE  
VENTURES, LLC

Its: General Partner and Co-Venturer

By:   
Its: Manager / Sole Manager

By:   
Its: Manager

By: SOTO & SANCHEZ INVESTMENTS,  
INC.


Its: General Partner and Co-Venturer


By: \_\_\_\_\_  
Its: Chairman / CEO / Vice-President

By: \_\_\_\_\_  
Its: Secretary / Asst. Sec. / CFO /  
Asst. Treasurer

By: Z VENTURE CAPITAL FRONTIERS,  
INC.

Its: General Partner and Co-Venturer

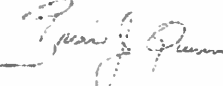
By:   
Its: Chairman / CEO / Vice-President

By:   
Its: Secretary / Asst. Sec. / CFO /  
Asst. Treasurer

**LAX RETAIL MAGIC 2 JOINT VENTURE**

By: HUDSON-MAGIC JOHNSON ENTERPRISES-CONCOURSE VENTURES, LLC

Its: General Partner and Co-Venturer

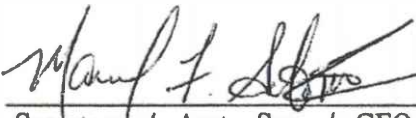
By:   
Its: Manager / Sole Manager

By:   
Its: Manager

By: SOTO & SANCHEZ INVESTMENT INC.

Its: General Partner and Co-Venturer

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Its: Chairman / CEO / Vice-President

By:   
Its: Secretary / Asst. Sec. / CFO  
Asst. Treasurer

By: Z VENTURE CAPITAL FRONTIERS INC.

Its: General Partner and Co-Venturer

By: \_\_\_\_\_  
Its: Chairman / CEO / Vice-President

By: \_\_\_\_\_  
Its: Secretary / Asst. Sec. / CFO  
Asst. Treasurer

**Schedule 4.1.3**

**ACKNOWLEDGEMENT OF GUARANTOR**

The undersigned, HUDSON GROUP (HG) RETAIL, LLC, a Delaware limited liability company (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: Guarantor has reviewed the foregoing Fourth Amendment to Los Angeles International Airport Retail Concession Agreement, between the City of Los Angeles Department of Airports and L. Retail Magic 2 Joint Venture (the "Fourth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the Agreement described in the Fourth Amendment pursuant to that certain Concession Guaranty dated April 14, 2010 (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Fourth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Fourth Amendment by Concessionaire.

**"GUARANTOR"**

**ATTEST:**

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

By: Courtney C. Thornton  
Name: Courtney Thornton  
Title: Executive Vice President

By: Brian J. Quinn  
Name: Brian J. Quinn  
Title: Deputy CEO

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8552  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND LAX RETAIL MAGIC 3-4 JOINT VENTURE

This Fourth Amendment to Retail Concession Agreement No. LAA-8552 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 LAX RETAIL MAGIC 3-4 JOINT VENTURE, a joint venture, Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC, and Z Venture Capital Frontiers, Inc. (collectively, “Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8552) dated October 21, 2010, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8552A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8552A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8552A-2) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:



4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) "MAG Suspension Year" shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) "MAG Adjustment Year" shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) "Temporary Minimum Monthly Guaranteed Rent" shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) "Recovery Ratio" shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire's terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the "Comparison Year" for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) "Complete Recovery" shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the "Minimum Monthly Guaranteed Rent" with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the "Minimum Monthly Guaranteed Rent" with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire's payment of reduced

rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail, then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4. During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6. Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City).— Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

**Section 3.** The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

**Section 4.** The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8552A-2) dated October 1, 2020 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

**Section 5.** Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	Unit No.	Terminal	Square Feet	Unit Delivery Date	Unit Commencement Date
	4D	4	1194	February 16, 2012	March 8, 2013
	7H	7	1085	February 16, 2012	December 10, 2012
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

**Section 6.** As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent

payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

Date: 10/20/21

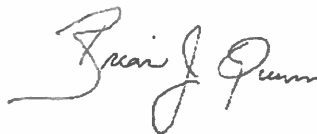
By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

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

**LAX RETAIL MAGIC 3-4 JOINT  
VENTURE**

By: HUDSON-MAGIC JOHNSON  
ENTERPRISES-CONCOURSE  
VENTURES, LLC

Its: General Partner and Co-Venturer



By: \_\_\_\_\_  
Its: Manager / Sole Manager

By: Country C. Horton  
Its: Manager

By: Z VENTURE CAPITAL FRONTIERS,  
INC.

Its: General Partner and Co-Venturer

By: \_\_\_\_\_  
Its: Chairman / CEO / Vice-President

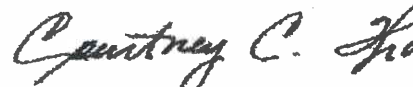
By: \_\_\_\_\_  
Its: Secretary / Asst. Sec. / CFO /  
Asst. Treasurer

**LAX RETAIL MAGIC 3-4 JOINT VENTURE**

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

**Its: General Partner and Co-Venturer**

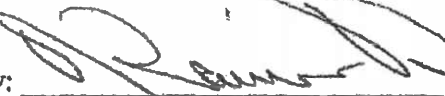
By:   
Its: Manager / Sole Manager

By:   
Its: Manager

**By: Z VENTURE CAPITAL FRONTIERS INC.**

**Its: General Partner and Co-Venturer**

By:   
Its: Chairman / CEO / Vice-President

By:   
Its: Secretary / Asst. Sec. / CFO  
Asst. Treasurer



Schedule 4.1.3

**ACKNOWLEDGEMENT OF GUARANTOR**

The undersigned, HUDSON GROUP (HG) RETAIL, LLC, a Delaware limited liability company (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Fourth Amendment to Los Angeles International Airport Retail Concession Agreement, between the City of Los Angeles Department of Airports and LAX Retail Magic 3-4 Joint Venture (the "Fourth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the Agreement described in the Fourth Amendment pursuant to that certain Concession Guaranty dated April 14, 2010 (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Fourth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Fourth Amendment by Concessionaire.

**"GUARANTOR"**

**ATTEST:**

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

By: Courtney C. Thornton  
Name: Courtney C. Thornton  
Title: Executive Vice President

By: Brian J. Quinn  
Name: Brian J. Quinn  
Title: Deputy CEO

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8542  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND LAX RETAIL MAGIC 3-4 JOINT VENTURE

This Fourth Amendment to Retail Concession Agreement No. LAA-8542 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 LAX RETAIL MAGIC 3-4 JOINT VENTURE, a joint venture, Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC, and Z Venture Capital Frontiers, Inc. (collectively, “Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8542) dated October 21, 2010, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8542A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8542A-1) dated April 16, 2020 between City and Concessionaire (“Second Amendment”), and by that third amendment in the form of a letter amendment (Board File No. LAA-8542A-2) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

---

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

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4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced

rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail, then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4. During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6. Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

**Section 3.** The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

**Section 4.** The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8542A-2) dated October 1, 2020 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

**Section 5.** Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	Unit No.	Terminal	Square Feet	Unit Delivery Date	Unit Commencement Date
	4E	4	202	February 16, 2012	March 9, 2013
	4F	4	116	February 16, 2012	March 2, 2013
	4M	4	100	February 16, 2012	March 2, 2013
	5Q	5	51	June 5, 2012	July 20, 2012
	7E	7	2307	April 16, 2012	November 1, 2012
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

**Section 6.** As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement

(including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]



IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

Date: 10/20/21

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

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

**LAX RETAIL MAGIC 3-4 JOINT  
VENTURE**

By: HUDSON-MAGIC JOHNSON  
ENTERPRISES-CONCOURSE  
VENTURES, LLC

Its: General Partner and Co-Venturer

By: 

Its: Manager / Sole Manager

By: 

Its: Manager

By: Z VENTURE CAPITAL FRONTIERS,  
INC.

Its: General Partner and Co-Venturer

By: \_\_\_\_\_  
Its: Chairman / CEO / Vice-President

By: \_\_\_\_\_  
Its: Secretary / Asst. Sec. / CFO /  
Asst. Treasurer

**LAX RETAIL MAGIC 3-4 JOINT  
VENTURE**

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

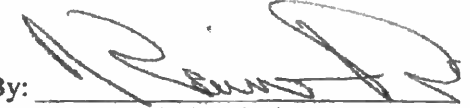
**Its: General Partner and Co-Venturer**

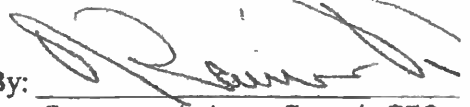
By:   
Its: Manager / Sole Manager

By:   
Its: Manager

**By: Z VENTURE CAPITAL FRONTIERS  
INC.**

**Its: General Partner and Co-Venturer**

By:   
Its: Chairman / CEO / Vice-President

By:   
Its: Secretary / Asst. Sec. / CFO  
Asst. Treasurer

Schedule A

<b>Unit #</b>	<b>Terminal</b>	<b>Square Feet First Amended Restated</b>
4E	4	239
4F	4	54
4M	4	100
5Q	5	51
7E	7	2622

Schedule 4.1.3

### ACKNOWLEDGEMENT OF GUARANTOR


The undersigned, HUDSON GROUP (HG) RETAIL, LLC, a Delaware limited liability company (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: Guarantor has reviewed the foregoing Fourth Amendment to Los Angeles International Airport Retail Concession Agreement, between the City of Los Angeles Department of Airports and L Retail Magic 3-4 Joint Venture (the "Fourth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the Agreement described in the Fourth Amendment pursuant to that certain Concession Guaranty dated April 14, 2010 (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Fourth Amendment and agrees with its terms; and (4) Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Fourth Amendment by Concessionaire.

#### "GUARANTOR"

ATTEST:

HUDSON GROUP (HG) RETAIL, LLC

By:   
Name: Courtney C. Thornton  
Title: Executive Vice President

By:   
Name: Brian J. Quinn  
Title: Deputy CEO

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8546  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
AREAS USA LAX, LLC

This Fourth Amendment to Retail Concession Agreement No. LAA-8546 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 AREAS USA LAX, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8546) dated January 1, 2011, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8546A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8546A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8546A-2) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,



then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

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LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8546A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	<b>Unit No.</b>	<b>Terminal</b>	<b>Square Feet</b>	<b>Unit Delivery Date</b>	<b>Unit Commencement Date</b>
	5G/5F	5	2,054	June 17, 2013	November 19, 2013
	7J	7	1,564	July 16, 2012	December 5, 2012
	8E	8	2,212	February 16, 2012	July 12, 2012
	C1	AE	480	February 1, 2012	June 14, 2012
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

Section 6. As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3)

Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney


Date: 10/29/21


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

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

**ATTEST:**

**AREAS USA LAX, LLC**

By:   
Name: Alberto Serratos  
Title: Manager

By:   
Name: Carlos Bernal  
Title: Manager / Sole Manager

### Schedule 4.1.3

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8547  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
AREAS USA LAX, LLC

This Fourth Amendment to Retail Concession Agreement No. LAA-8547 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 AREAS USA LAX, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8547) dated January 1, 2011, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8547A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8547A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8547A-2) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,



then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

**Section 3.** The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

**Section 4.** The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8547A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

**Section 5.** Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	Unit No.	Terminal	Square Feet	Unit Delivery Date	Unit Commencement Date
	4K	4	1,135	September 10, 2012	February 12, 2013
	5A	5	2,759	March 12, 2012	September 11, 2012
	5J	5	2,305	May 1, 2013	September 25, 2013
	8A	8	3,092	July 15, 2013	February 14, 2014
	8C	8	1,479	March 1, 2012	July 20, 2012
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

**Section 6.** As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement

(including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

Date: 10/29/24


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

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

**ATTEST:**

**AREAS USA LAX, LLC**

By:   
Name: Alberto Serratos  
Title: Manager

By:   
Name: Carlos Bernal  
Title: Manager / Sole Manager

### Schedule 4.1.3

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8548  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
AREAS USA LAX, LLC

This Fourth Amendment to Retail Concession Agreement No. LAA-8548 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 AREAS USA LAX, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8548) dated January 1, 2011, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8548A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8548A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8548A-2) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,



then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

**Section 3.** The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

**Section 4.** The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8548A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

**Section 5.** Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	<b>Unit No.</b>	<b>Terminal</b>	<b>Square Feet</b>	<b>Unit Delivery Date</b>	<b>Unit Commencement Date</b>
	4A	4	2,156	February 1, 2012	August 28, 2012
	7G	7	3,430	April 16, 2012	February 19, 2013
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

**Section 6.** As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing

representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

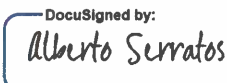
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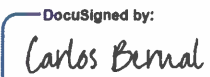
By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

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

**ATTEST:**

**AREAS USA LAX, LLC**

By:   
Name: Alberto Serratos  
Title: Manager

By:   
Name: Carlos Bernal  
Title: Manager / Sole Manager

### Schedule 4.1.3

THIRD AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8843  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
AREAS USA LAX, LLC

This Third Amendment to Retail Concession Agreement No. LAA-8843 (this “Third Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 AREAS USA LAX, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8843) dated December 20, 2015, as amended and restated by that certain First amendment in the form of a letter agreement (Board File No. LAA-8843A) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8843A) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Third Amendment or the context otherwise requires, the capitalized terms used in this Third Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Third Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Third Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail, then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):



4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8843A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Third Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

<b>Premises:</b>	<b>The spaces comprised of the following Unit(s):</b>				
	<b>Unit No.</b>	<b>Terminal</b>	<b>Square Feet</b>	<b>Unit Delivery Date</b>	<b>Unit Commencement Date</b>
	4N	4	900	September 15, 2015	December 20, 2015
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

Section 6. As a material inducement to City’s entering into this Third Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Third Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Third Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Third Amendment had been delivered that had been signed using a handwritten signature. All parties to this Third Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Third Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Third Amendment based on the foregoing forms of signature. If this Third Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Third Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Third Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

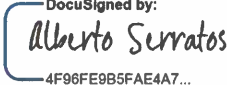
Date: 10/29/21


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

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

**ATTEST:**

**AREAS USA LAX, LLC**

By:   
Name: Alberto Serratos  
Title: Manager

By:   
Name: Carlos Bernal  
Title: Manager / Sole Manager

### Schedule 4.1.3

THIRD AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8964  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
AREAS USA LAX, LLC

This Third Amendment to Retail Concession Agreement No. LAA-8964 (this “Third Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 AREAS USA LAX, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8964) dated June 8, 2017, as amended and restated by that certain First amendment in the form of a letter agreement (Board File No. LAA-8964A) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8964A) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Third Amendment or the context otherwise requires, the capitalized terms used in this Third Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Third Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Third Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail, then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):



4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8964A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Third Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

<b>Premises:</b>	The spaces comprised of the following Unit(s):				
	<b>Unit No.</b>	<b>Terminal</b>	<b>Square Feet</b>	<b>Unit Delivery Date</b>	<b>Unit Commencement Date</b>
	7M	7	945	January 22, 2018	June 6, 2018
	7P	7	356	March 21, 2018	May 29, 2018
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

Section 6. As a material inducement to City’s entering into this Third Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Third Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Third Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Third Amendment had been delivered that had been signed using a handwritten signature. All parties to this Third Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Third Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Third Amendment based on the foregoing forms of signature. If this Third Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Third Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Third Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

Date: 10/29/21

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

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

**ATTEST:**

**AREAS USA LAX, LLC**

DocuSigned by:  
Alberto Serratos  
4F86FE9B5FAE4A7...  
By: \_\_\_\_\_  
Name: Alberto Serratos  
Title: Manager

DocuSigned by:  
Carlos Bernal  
54484BFE0352461...  
By: \_\_\_\_\_  
Name: Carlos Bernal  
Title: Manager / Sole Manager

### Schedule 4.1.3

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FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8589  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
DN/DAKOTA JME 8589 FARMERS, LLC

This Fourth Amendment to Retail Concession Agreement No. LAA-8589 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 DN/DAKOTA JME 8589 FARMERS, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8589) dated May 22, 2013, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8589A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8589B) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8589C) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,



then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8589A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

Premises:	The spaces comprised of the following Unit(s):				
	<b>Unit No.</b>	<b>Terminal</b>	<b>Square Feet</b>	<b>Unit Delivery Date</b>	<b>Unit Commencement Date</b>
	5B	5	3,895	October 28, 2013	April 28, 2014
	5R	5	1,092	November 1, 2012	May 22, 2013
	5T	5	223	January 20, 2015	April 20, 2015
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

Section 6. As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3)

Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney


Date: 10/29/21

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

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

**ATTEST:**

**DN/DAKOTA JME 8589 FARMERS, LLC**

By:   
Name: Chelsea Caballero  
Title: Compliance Analyst

By:   
Name: Robert Wilson  
Title: Manager / Sole Manager

### Schedule 4.1.3

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8549  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
DN/DAKOTA JME 8549 PUCKS, LLC

This Fourth Amendment to Retail Concession Agreement No. LAA-8549 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 DN/DAKOTA JME 8549 PUCKS, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8549) dated July 17, 2012, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8549A) dated June 18, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8549B) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8549C) dated October 1, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,



then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

**Section 3.** The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

**Section 4.** The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8549A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

**Section 5.** Exhibit A to the Agreement is hereby deleted and replaced with Schedule A to this Fourth Amendment. The definition of Premises in the Basic Information of the Agreement is hereby deleted and replaced with the following:

<b>Premises:</b>	The spaces comprised of the following Unit(s):				
	<b>Unit No.</b>	<b>Terminal</b>	<b>Square Feet</b>	<b>Unit Delivery Date</b>	<b>Unit Commencement Date</b>
	5C	5	2,499	December 1, 2011	September 2, 2012
	7D	7	4,562	October 28, 2011	July 17, 2012
	All as shown in Exhibit A and A-1, which may be amended from time to time pursuant hereto.				

**Section 6.** As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing

representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 7. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 8. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney


Date: 10/29/21

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

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

**ATTEST:**

**DN/DAKOTA JME 8549 PUCKS, LLC**

By:   
Name: Chelsea Caballero  
Title: Compliance Analyst

By:   
Name: Robert Wilson  
Title: Manager / Sole Manager

### Schedule 4.1.3

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8586  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
HOST INTERNATIONAL, INC.

This Fourth Amendment to Retail Concession Agreement No. LAA-8586 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 HOST INTERNATIONAL, INC. (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8586) dated June 24, 2011; as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8586A) dated October 14, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8586A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8586A-2) dated February 26, 2021 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:\_\_\_\_\_

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,



then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8586A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 6. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether

digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 7. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

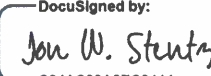
Date: 10/29/21


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

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

**ATTEST:**

**HOST INTERNATIONAL, INC.**

DocuSigned by:  
  
C94AC00A8EC0414...  
By: \_\_\_\_\_  
Name: Jon W. Stentz  
Title: Secretary / CFO / Asst. Sec. /  
Asst. Treas.  
SECRETARY

DocuSigned by:  
  
DC0D1E16E92A4D0...  
By: \_\_\_\_\_  
Name: Paul Mamalian  
Title: Chairman / CEO / Vice-President  
PRESIDENT

### Schedule 4.1.3

FIFTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8587  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
HOST INTERNATIONAL, INC.

This Fifth Amendment to Retail Concession Agreement No. LAA-8587 (this “Fifth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 HOST INTERNATIONAL, INC. (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8587) dated June 24, 2011, as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8587A) dated October 14, 2015 between City and Concessionaire, that second amendment dated August 19, 2016 (Board File No. LAA-8587A-1), that third amendment in the form of a letter agreement (Board File No. LAA-8587A-2) dated April 16, 2020 between City and Concessionaire, and by that fourth amendment in the form of a letter amendment (Board File No. LAA-8587A-3) dated February 25, 2021 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Fifth Amendment or the context otherwise requires, the capitalized terms used in this Fifth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fifth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:

4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fifth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail,



then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4. During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6. Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8542A-2) dated October 1, 2020 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. As a material inducement to City’s entering into this Fifth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 6. This Fifth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fifth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this

Fifth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 7. Except as amended and modified as set forth in this Fifth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

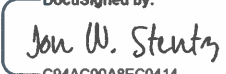
By:   
Deputy/Assistant City Attorney

Date: 10/29/21


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

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

**ATTEST:**

DocuSigned by:  
  
C94AC00A8EC0414...  
By: \_\_\_\_\_  
Name: Jon W. Stentz  
Title: Secretary / CFO / Asst. Sec. /  
Asst. Treas.  
SECRETARY

**HOST INTERNATIONAL, INC.**

DocuSigned by:  
  
DC0D1E16E92A4D0...  
By: \_\_\_\_\_  
Name: Paul Mamalian  
Title: Chairman / CEO / Vice-President  
PRESIDENT

### Schedule 4.1.3

FOURTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8543  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
XPRESSPA LAX AIRPORT, LLC

This Fourth Amendment to Retail Concession Agreement No. LAA-8543 (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 XPRESSPA LAX AIRPORT, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8543) dated October 21, 2010, as assigned by that Consent to Transfer dated December 15, 2016 and as amended and restated by that certain First Amended & Restated Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8543A) dated June 8, 2015 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8543A-1) dated April 16, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8543A-2) dated October 1, 2020 between City and Concessionaire (as assigned and amended, the “Agreement”). Unless otherwise defined in this Fourth Amendment or the context otherwise requires, the capitalized terms used in this Fourth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1. Section 4.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.1.3. Minimum Monthly Guaranteed Rent. The Minimum Monthly Guaranteed Rent with respect to each Unit shall be the minimum amount payable to City by Concessionaire monthly as Base Rent for such Unit, as follows:



4.1.3.1 For purposes of this Section 4.1.3, the following capitalized terms shall have their meanings as set forth herein:

(a) “MAG Suspension Year” shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Minimum Monthly Guaranteed Rent” shall mean an amount equal to (x) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information as more particularly described on Schedule 4.1.3 of this Fourth Amendment and incorporated herein by this reference, multiplied by (y) the Recovery Ratio (as defined below) for such month.

(d) “Recovery Ratio” shall mean with respect to any month during an Agreement Year: the ratio of (x) the total passenger enplanements in the Concessionaire’s terminal during the Comparison Year (as defined herein below), to (y) the total passenger enplanements in such terminal from March 1, 2019 to February 29, 2020, provided that the Recovery Ratio shall be not more than 1.0. For purposes of the Recovery Ratio, the “Comparison Year” for a particular month shall be the twelve-month period from March to February immediately preceding the Agreement Year. For the avoidance of doubt, for the period July 1, 2023 to June 30, 2024, the Comparison Year for the Recovery Ratio is March 1, 2022 to February 28, 2023, and from July 1, 2024 to June 30, 2025, the Comparison Year is March 1, 2023 to February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first full calendar month after June 30, 2023 when the Recovery Ratio has reached 1.0.

4.1.3.2. Subject to Sections 4.1.3.3 through 4.1.3.7, the “Minimum Monthly Guaranteed Rent” with respect to each Unit for the Agreement Year in which the MMG Commencement Date occurs is set forth in the Basic Information. The initial Minimum Monthly Guaranteed Rent will be pro rata to the end of the month. Thereafter, the Concessionaire shall pay to City the Minimum Monthly Guaranteed Rent with respect to each Unit on the first (1st) of every month. For each Agreement Year after the first Agreement Year in which the MMG Commencement Date occurs, subject to Sections 4.1.3.1 through 4.1.3.5 below, the “Minimum Monthly Guaranteed Rent” with respect to each Unit shall be the greater of (i) the Minimum Monthly Guaranteed Rent for such Unit set forth in the Basic Information, or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year. The Minimum Monthly Guaranteed Rent for the Premises shall be the sum of the Minimum Monthly Guaranteed Rent for all of the Units.

4.1.3.3. Conditions. The following are conditions to the MAG suspension under Section 4.1.3.4 to 4.1.3.7 and any rent credit under Section 4.1.3.8. Concessionaire’s payment of reduced

rent or acceptance of a rent credit pursuant to such sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled. If any of these conditions fail, then Section 4.1.3.4 through 4.1.3.8 shall have no further effect with respect to Concessionaire, and Concessionaire shall immediately notify City of the failure of the condition(s):

4.1.3.3.1. Concessionaire has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Monthly Guarantee. Concessionaire shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act (ARPA).

4.1.3.3.2. Concessionaire continues to comply with its obligation to re-employ employees under Section 4(a) of the Second Amendment.

4.1.3.3.3. Each of Concessionaire's units must be open for operations as described herein. For each unit to be considered open and to qualify for MMG suspension, the Concessionaire must demonstrate to the satisfaction of the CEO that the total worker hours at each of Concessionaire's units is proportional to the passenger traffic in Concessionaire's terminal, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless Concessionaire can demonstrate to the CEO's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

4.1.3.3.4. Concessionaire must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 4.1.3.8 below.

4.1.3.4 During the MAG Suspension Year, and subject to the conditions in Section 4.1.3.3, there shall be no Minimum Monthly Guaranteed Rent.

4.1.3.5. During the MAG Adjustment Year, and subject to the conditions in Section 4.1.3.3, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be the greater of: (i) an amount equal to either the Temporary Monthly Guaranteed Rent for such Unit or (ii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.6 Subject to the conditions in Section 4.1.3.3, for each Agreement Year after the MAG Adjustment Year through the end of the first Agreement Year during which there is a Complete Recovery, the Minimum Monthly Guaranteed Rent with respect to each Unit shall be set as the highest among: (i) the Temporary Monthly Guaranteed Rent for such Unit; or (ii) the preceding Agreement Year's Minimum Monthly Guaranteed Rent or (iii) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Rent payments for such Unit for the immediately prior Agreement Year.

4.1.3.7 Commencing on the first Agreement Year after a Complete Recovery, the Minimum Monthly Guarantee shall be as stated in Section 4.1.3.2, and Sections 4.1.3.3 through 4.1.3.7 shall have no further effect.

4.1.3.8. To the extent that City receives funds under the American Rescue Plan Act (“Act”), City shall allocate such funds among its concessionaires in accordance with the provisions of the Act, including but not limited to Section 7102(b)(4)(C) of the Act. City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Section 4.1.3.3 through 4.1.3.7. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify Concessionaire annually of the amount of ARPA funds applied to date. If City determines that Concessionaire has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide Concessionaire a rent credit for the unused balance of Concessionaire’s ARPA fund allocation.

4.1.3.9. For purposes of this Section 4.1.3, the determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on Concessionaire. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the March 1, 2019 to February 29, 2020 was as follows:

LAX T1	9,372,591
LAX T2	8,436,404
LAX T3	8,090,163
LAX T4	10,704,700
LAX T5	9,813,915
LAX T6	7,971,417
LAX T7	9,379,427
LAX T8	3,495,123
Remote Terminal	2,940,908
TBIT	17,565,241

Section 2. Section 13.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“13.3.2 If Concessionaire has previously provided such FPG to City and if, for any reason, Concessionaire’s monthly monetary obligation to City is thereafter decreased in excess of ten percent (10%), then the Chief Executive Officer may (but shall have no obligation to) reduce the amount of Concessionaire’s FPG by a corresponding amount following written request from Concessionaire to City (it being understood that any such reduction shall be in the sole and absolute discretion of the Executive Director or Chief Executive Officer of City). Such amount of Concessionaire’s FPG as so reduced shall be subject to future increase as provided in Section 13.3.1 of this Agreement.”

Section 3. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the final sentence of Section 1.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Delivery Date” for a Unit shall be the date specified by the Executive Director of the City of Los Angeles Department of Airports or the person or group designated by the Executive Director to take a specified action on behalf of the Executive Director (“Executive Director” or “Chief Executive Officer”) in a written notice delivered to Concessionaire (a “Delivery Notice”) as the date that Concessionaire may take possession of such Unit pursuant to the terms of this Agreement.”

Section 4. The first sentence of Section 6.b of the letter amendment (Board File No. LAA-8543A-2) dated October 1, 2021 between City and Concessionaire is hereby deleted in its entirety and replaced with the following: “Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 5. As a material inducement to City’s entering into this Fourth Amendment, Concessionaire hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to Concessionaire in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by Concessionaire in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) Concessionaire neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and Concessionaire hereby releases City from any claims relating to the foregoing matters.

Section 6. This Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fourth Amendment had been delivered that had been signed using a handwritten

signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 7. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fourth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney


Date: 10/29/21

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

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

**ATTEST:**

**XPRESSPA LAX AIRPORT, LLC**

By:   
Name: Omar Haynes  
Title: Manager

By:   
Name: Doug Satzman  
Title: Manager / Sole Manager

### Schedule 4.1.3


## ACKNOWLEDGEMENT OF GUARANTOR


The undersigned, XPRESSPA HOLDINGS, LLC, a Delaware limited liability company (herein, "Guarantor"), hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Fourth Amendment to Los Angeles International Airport Retail Concession Agreement, between the City of Los Angeles Department of Airports and XPRESSPA LAX AIRPORT, LLC (the "Fourth Amendment"); (2) Guarantor is the guarantor of Concessionaire's obligations under the Agreement described in the Fourth Amendment pursuant to that certain Concession Guaranty dated \_\_\_\_\_ (the "Guaranty"); (3) Guarantor approves of Concessionaire's execution of the Fourth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date below.

### "GUARANTOR"

ATTEST:

XPRESSPA HOLDINGS, LLC

By:   
Name: Omar Haynes  
Title: Manager  
Date: 10/20/2021

By:   
Name: Doug Satzman  
Title: Manager / Sole Manager  
Date: 10/20/2021



SECOND AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-9095  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
ALCLEAR, LLC

This Second Amendment to Retail Concession Agreement No. LAA-9095 (this “Second Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 ALCLEAR, LLC (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-9095) dated April 30, 2020, as amended by that first amendment in the form of a letter agreement (Board File No. LAA-9095A) dated December 18, 2020 between City and Concessionaire (as amended, the “Agreement”). Unless otherwise defined in this Second Amendment or the context otherwise requires, the capitalized terms used in this Second Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Second Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1 - Definitions. For purposes of this Second Amendment, the following capitalized terms shall have the respective meanings as set forth below:

(a) “MAG Suspension Year” shall mean the Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “Temporary MAG Amount” shall mean an amount equal to (x) the MAG as defined in Section 4.1 of the Agreement multiplied by (y) the Recovery Ratio for such terminal for the applicable Year (as defined below).

(c) “Recovery Ratio” means the ratio for the applicable Year calculated on a terminal by terminal basis as set forth below, provided, however, that in no event shall the Recovery Ratio be greater than 1.0. The Recovery Ratio for a given Year is the ratio of (x) the

total number of passenger enplanements at the Airport for the Comparison Enplanement Period (as defined below) to (y) the total number of passenger enplanements at the Airport for the Base Enplanement Period (as defined below) (it being understood however that in no event shall the Recovery Ratio be greater than 1.0). For purposes of the Recovery Ratio, the “Comparison Enplanement Period” shall be the twelve (12) month period from March through February immediately preceding the applicable Year. For purposes of the Recovery Ratio, the “Base Enplanement Period” shall be the twelve (12) month period beginning March 1, 2019 and ending February 29, 2020. For purposes of illustration and the avoidance of doubt, the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2023 and ending June 30, 2024 is the period beginning March 1, 2022 and ending February 28, 2023; and the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2024 and ending June 30, 2025 is the period beginning March 1, 2023 and ending February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison on the LAWA website.

(d) “Complete Recovery” shall mean, with respect to a given terminal in which a Unit is located, the first occurrence following the Base Enplanement Period in which the total number of passenger enplanements in the Unit’s terminal for the Comparison Enplanement Period is at least one hundred percent (100%) of the total number of passenger enplanements in such terminal for the Base Enplanement Period (i.e., the Recovery Ratio for such Unit’s terminal has reached 1.0 for the first time since the Base Enplanement Period).

Section 2 – Change of Annual Period for Calculation of Base Rent. In order to implement the MAG suspension and temporary adjustment provisions of this Second Amendment, the annual period for the calculation of the Base Rent (including the calculation of the MAG and the Percentage Fee) under Section 4 of the Agreement is being amended by this Section 2, effective for the period beginning July 1, 2021 and continuing through the expiration of the Agreement, to be the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>. Accordingly, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Agreement, the term “Year” as used in the Agreement shall mean each twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (including any portion of a Year in which the expiration or earlier termination of the Agreement occurs). As the result of the foregoing amendment to the term Year, the calculation of the Base Rent for the period beginning April 1, 2021 and ending June 30, 2021 will be for such 3-month period instead of an annual period and applicable annual amounts will be prorated accordingly. For clarity and avoidance of doubt, the foregoing amendment to the term “Year” does not change the Expiration Date of the Agreement.

Section 3 – Conditions to Rental Suspension and Temporary Adjustment Provisions. LICENSEE’s eligibility to receive the benefits of the rental suspension, temporary adjustment and rent credit provisions set forth in Sections 4 and 5 of this Second Amendment are conditioned upon the satisfaction of the conditions set forth in Sections 3.1, 3.2, 3.3 and 3.4 below. If any of such conditions fail to be satisfied as to LICENSEE and/or such sub-concessionaires, then Sections 4 and 5 of this Second Amendment shall not apply nor have any force or effect with respect to LICENSEE and/or such sub-concessionaires. LICENSEE shall immediately notify City of the failure of any of such conditions. LICENSEE’s payment of reduced rent or acceptance of a rent

credit pursuant to such Sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled.

Section 3.1. LICENSEE has not received and is not receiving a second draw or assistance for a covered loan under Section 3(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the MAG. LICENSEE shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law, including but not limited to the American Rescue Plan Act (“ARPA”).

Section 3.2. LICENSEE continues to comply with its respective obligations to re-employ employees under Section 6 of the Second Amendment.

Section 3.3. LICENSEE shall be open for operations with adequate staffing to the satisfaction of the Chief Executive Officer. For LICENSEE to be considered open and to qualify for MAG abatement or temporary adjustment, LICENSEE must demonstrate to the satisfaction of the Chief Executive Officer that the total worker hours is proportional to the passenger traffic, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless LICENSEE can demonstrate to the Chief Executive Officer’s satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

Section 3.4. LICENSEE must consent to and approve of City’s calculation of fund allocations under the American Rescue Plan Act (“Act”) as described in Section 6 below.

Section 4 – MAG Suspension for the Year Beginning July 1, 2021 and Ending June 30, 2022. Subject to Section 3 above, notwithstanding Section 4.1 of the Agreement (as amended by this Second Amendment), during the MAG Suspension Year, there shall be no MAG. For clarity and avoidance of doubt, LICENSEE shall be obligated to pay Percentage Fee during the MAG Suspension Year.

Section 5 – Temporary MAG For the Year Beginning July 1, 2022. Subject to Section 3 above, notwithstanding Section 4.1 of the Agreement, from July 1, 2022 until Complete Recovery, the MAG shall be the Temporary MAG Amount. For clarity and avoidance of doubt, LICENSEE shall be obligated to pay the greater of the MAG or the Percentage Fee. For clarity and avoidance of doubt, notwithstanding any provision of this Second Amendment, following the occurrence of a Complete Recovery, the provisions of Sections 3 and 4 above and this Section 5 shall be of no further force or effect.

Section 6 – American Rescue Plan Act Credit. Subject to Section 3 above, to the extent that City receives funds under the Act, City shall allocate such funds among its concessionaires in accordance with the provisions of the Act (including, but not limited to, Section 7102(b)(4)(C) of the Act). City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Sections 4 and 5 above. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify LICENSEE annually of

the amount of ARPA funds applied to date. If City determines that LICENSEE has not depleted LICENSEE's allocation of ARPA funding as of the ARPA Completion Date, then City shall provide LICENSEE a rent credit for the unused balance of LICENSEE's ARPA fund allocation.

Section 7 – Determinations Relating to Passenger Enplanements. The determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on LICENSEE. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements at the Airport for the Base Enplanement Period were as follows: 44,095,645.

Section 8 – Surcharge Provision Amendment. The first sentence of Section 6.b of the First Amendment between City and LICENSEE is hereby deleted in its entirety and replaced with the following:

“Licensee may (at Licensee's discretion) add a surcharge of up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Licensee, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge ("Surcharge Period"). However, the actual surcharge received during the Surcharge Period will not be considered to be a part of the gross revenues from Licensee's operations received and applied to the Health Insurance Contribution during the Surcharge Period when calculating the percentage rent/fees to be paid by Licensee to the City pursuant to Section 6.a above.”

Section 9 – LICENSEE's Representations. As a material inducement to City's entering into this Second Amendment, LICENSEE hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to LICENSEE in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by LICENSEE in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) LICENSEE neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and LICENSEE hereby releases City from any claims relating to the foregoing matters.

Section 10 – Miscellaneous. This Second Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts

shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the foregoing forms of signature. If this Second Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 11 – Full Force and Effect. Except as amended and modified as set forth in this Second Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Second Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and Concessionaire has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

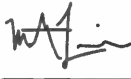
Date: 10/29/21

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

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

**ATTEST:**

**ALCLEAR, LLC**

By:   
Name: Matt Levine  
Title: Manager

By:   
Name: Kenneth Cornick  
Title: Manager / Sole Manager

FIFTH AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-8831  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and  
LENLYN LIMITED DBA ICE CURRENCY SERVICES USA

This Fifth Amendment to Retail Concession Agreement No. LAA-8831 (this “Fifth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 LENLYN LIMITED dba ICE Currency Services USA (“Concessionaire”), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-8831) dated August 14, 2014 as amended by that certain first amendment (Board File No. LAA-8831A) dated October 30, 2017 between City and Concessionaire, that second amendment in the form of a letter agreement (Board File No. LAA-8831B) dated April 22, 2020 between City and Concessionaire, and by that third amendment in the form of a letter amendment (Board File No. LAA-8831C) dated December 18, 2020 between City and Concessionaire, that fourth amendment (Board File No. LAA-8831D) dated March 2, 2021 (as amended, the “Agreement”). Unless otherwise defined in this Fifth Amendment or the context otherwise requires, the capitalized terms used in this Fifth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement to temporarily adjust the Minimum Monthly Guaranteed Rent (sometimes also referred to as the MMG) and the Minimum Annual Guarantee on the terms and conditions set forth in this Fifth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1 – Termination option. Section 1.1.2 is hereby added to the Agreement as follows:

“1.1.2. Termination Option. Commencing June 30, 2022, either Party hereto may terminate the Agreement without cause upon 30 days’ prior written notice to the other Party. This Agreement shall also terminate immediately and automatically if the Parties enter into another agreement as a replacement for this Agreement.” \_\_\_\_\_

Section 2 - Definitions. For purposes of this Fifth Amendment, the following capitalized terms shall have the respective meanings as set forth below:



(a) “MAG Suspension Year” shall mean the Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Floor Element Amount” shall mean an amount equal to (x) the Floor Element as adjusted for the applicable Year as provided in Section 4.3.1 of the Agreement multiplied by (y) the Recovery Ratio (as defined below) for the applicable Agreement Year.

(d) “Recovery Ratio” means the ratio for the applicable Year as set forth below, provided, however, that in no event shall the Recovery Ratio be greater than 1.0. The Recovery Ratio for a given Year is the ratio of (x) the total number of international passenger enplanements in TBIT for the Comparison Enplanement Period (as defined below) to (y) the total number of international passenger enplanements in TBIT for the Base Enplanement Period (as defined below) (it being understood however that in no event shall the Recovery Ratio be greater than 1.0). For purposes of the Recovery Ratio, the “Comparison Enplanement Period” shall be the twelve (12) month period from March through February immediately preceding the applicable Year. For purposes of the Recovery Ratio, the “Base Enplanement Period” shall be the twelve (12) month period beginning March 1, 2019 and ending February 29, 2020. For purposes of illustration and the avoidance of doubt, the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2023 and ending June 30, 2024 is the period beginning March 1, 2022 and ending February 28, 2023; and the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2024 and ending June 30, 2025 is the period beginning March 1, 2023 and ending February 29, 2024. For purposes of determining the Recovery Ratio, international passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(e) “Complete Recovery” shall mean the first occurrence following the Base Enplanement Period in which the total number of international passenger enplanements in TBIT for the Comparison Enplanement Period is at least one hundred percent (100%) of the total number of international passenger enplanements in TBIT for the Base Enplanement Period (i.e., the Recovery Ratio for TBIT has reached 1.0 for the first time since the Base Enplanement Period).

Section 3 – Change of Annual Period for Calculation of Base Rent. In order to implement the MAG suspension and temporary adjustment provisions of this Fifth Amendment, the annual period for the calculation of the Base Rent (including the calculation of the MAG, Floor Element Amount, Prior Year Element Amount, PIPP Element Amount, Performance Rent, the Percentage Rent and Contingent Rent) under Article IV of the Agreement is being amended by this Section 2, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, to be the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (instead of the current annual period beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>). Accordingly, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the term (including any extension thereof), the term “Year” as used in the Agreement shall mean each twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (including any portion of a Year



in which the expiration or earlier termination of the Primary Term occurs). As the result of the foregoing amendment to the term Year, the calculation of the Base Rent for the period beginning December 1, 2020 and ending June 30, 2021 will be for such seven month period instead of an annual period, and applicable annual amounts used in the calculation of Base Rent will be prorated for such seven month period. Notwithstanding the foregoing amendment to the term Year, the length of the term shall not be changed (i.e., the foregoing amendment to the term “Year” shall not change the current Expiration Date of the Agreement. For any final fractional Year at the end of the term, applicable annual amounts used in the calculation of the Base Rent will be appropriately prorated based on the number of months in such final fractional Agreement Year.

Section 4 – Amendment to Agreement Section 4.3.1. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the term, Section 4.3.1. of the Agreement is hereby amended and restated to read in its entirety as follows:

4.3.1 Floor Element. The Floor Element will be equal to \$6 million for the first Agreement Year; \$6.4 million for the second Agreement Year, and the floor element from the prior year of the Term multiplied by 50% of CPI percentage change as defined in Section 4.4 below for the third Agreement Year and thereafter. Notwithstanding the foregoing, beginning July 1, 2021, the Floor Element shall be an annual amount equal to six million nine hundred and sixty thousand two hundred and eighty five Dollars and zero Cents (\$6,960,285.00), subject to annual adjustment thereafter as provided below. Beginning on July 1, 2022 and continuing each July 1<sup>st</sup> thereafter during the period of the term (each such July 1<sup>st</sup> is referred to herein as an “**Adjustment Date**”), the Floor Element then in effect shall be adjusted by fifty percent (50%) of the percentage increase, if any, in the CPI (as defined in Section 4.4 below) in effect for the month of the Adjustment Date over the CPI in effect for the month of July in the immediately prior year. For purposes of illustrating the calculation of the foregoing annual CPI adjustment to the Floor Element Amount only, assuming that the percentage increase in the CPI for the month of July 2022 is seven percent (7%) compared to the month of July in the immediately prior year (i.e., July 2021), then the Floor Element Amount for the July 1, 2022 Adjustment Date would be \$7,203,895 (i. e., 50% of such 7% percentage increase would be 3.5%, and  $1.035 \times \$6,960,285$  is \$7,203,895). For purposes of further illustrating the calculation of the foregoing annual CPI adjustment to the Floor Element Amount only, assuming that the percentage increase in the CPI for the month of July 2023 is five percent (5%) compared to the month of July in the immediately prior year (i.e., July 2022), then the Floor Element Amount for the July 1, 2023 Adjustment Date would be \$7,383,992 (i. e., 50% of such 5% percentage increase would be 2.5%, and  $1.025 \times \$7,203,895$  is \$7,383,992).

Section 5 – Amendment to Agreement Section 4.4 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, Section 4.4 of the Agreement is hereby amended and restated to read in its entirety as follows:

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“4.4 PIPP Rate. The PIPP Rate shall initially be an amount equal to Eighty Eight Cents (\$0.88), which amount shall be adjusted annually as provided below in this Section 4.4. On the first day of the second Agreement Year and on the first day of each Agreement Year thereafter

during the Term (including any extension thereof), the PIPP Rate shall be increased as of each such Adjustment Date, in accordance with Section 4.4.1, provided that: (i) beginning July 1, 2021, the PIPP Rate shall be zero Dollars and ninety four Cents (\$0.94); (ii) beginning July 1, 2022 and thereafter, the PIPP Rate shall be adjusted as of the Adjustment Date in accordance with Section 4.4.1.

4.4.1. The PIPP Rate in effect immediately prior to an Adjustment Date shall be increased by fifty percent (50%) of the percentage increase (if any) in the CPI (as defined below) for the month that is two (2) months prior to the month in which the Adjustment Date occurs (the “**Comparison CPI**”) over the CPI for the month that is twelve (12) months prior to the Comparison CPI (the “**Base CPI**”) (i.e., the PIPP Rate in effect immediately prior to the Adjustment Date shall be multiplied times a fraction the numerator of which shall be Comparison CPI and the denominator of which shall be the Base CPI); provided, however that in no event shall the PIPP Rate be decreased as the result of such calculation; and provided, further, that in no event shall any such annual adjustment exceed five percent (5%) times the PIPP Rate in effect immediately prior to such Adjustment Date. For purposes of illustrating the calculation of the foregoing annual CPI adjustment to the PIPP Rate only, assuming that the percentage increase in the CPI for the month of July 2022 is seven percent (7%) compared to the month of July in the immediately prior year (i.e., July 2021), then the PIPP Rate for the July 1, 2022 PIPP Adjustment Date would be \$0.97 (i. e., 50% of such 7% percentage increase would be 3.5%, and  $1.035 \times \$0.94$  is \$0.97). For purposes of further illustrating the calculation of the foregoing annual CPI adjustment to the PIPP Element Rate only, assuming that the percentage increase in the CPI for the month of July 2023 is five percent (5%) compared to the month of July in the immediately prior year (i.e., July 2022), then the PIPP Element Rate for the July 1, 2023 PIPP Adjustment Date would be \$0.99 (i. e., 50% of such 5% percentage increase would be 2.5%, and  $1.025 \times \$0.97$  is \$0.99).” The term “CPI” shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI-U (all urban consumers) for Los Angeles – Riverside – Orange County, CA (all items 1982 – 1984 equals one hundred). In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Executive Director).”

Section 6 – Resolution of Base Rent Payable for Seven-Month Transition Period. CXO hereby acknowledges and agrees that the amount of the Base Rent payable for the Seven-month transition period beginning December, 2020 and ending June 30, 2021 is the Percentage Rent for that period. CXO hereby waives and releases any and all claims against City arising out of or relating to the calculation the Base Rent payable for such transition period.

Section 7 – Conditions to Rental Suspension and Temporary Adjustment Provisions. CXO’s eligibility to receive the benefits of the rental suspension, temporary adjustment and rent credit provisions set forth in Sections 9, 10, 11 and 12 of this Fifth Amendment are conditioned upon the satisfaction of the conditions set forth in Sections 7.1, 7.2, 7.3 and 7.4 below. If any of such conditions fail to be satisfied as to CXO, then Sections 7 through 10 of this Fifth Amendment shall not apply nor have any force or effect with respect to CXO. CXO shall immediately notify

City of the failure of any of such conditions. CXO's payment of reduced rent or acceptance of a rent credit pursuant to such Sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled.

Section 7.1. CXO has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the MAG (or any element thereof). CXO shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to the American Rescue Plan Act ("ARPA").

Section 7.2. CXO continues to comply with its obligations to re-employ employees under Section 4(a) of the Third Amendment.

Section 7.3. Each Unit shall be open for operations with adequate staffing to the satisfaction of the Chief Executive Officer. For each Unit to be considered open and to qualify for rental abatement or temporary adjustment, CXO must demonstrate to the satisfaction of the Chief Executive Officer that the total worker hours at each of CXO's Units is proportional to the passenger traffic in the terminal in which such Unit is located, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless CXO can demonstrate to the Chief Executive Officer's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

Section 7.4. CXO must consent to and approve of City's calculation of fund allocations under the ARPA as described in Section 10 below.

Section 8 – MAG Suspension for the Year Beginning July 1, 2021 and ending June 30, 2022. Subject to Section 7 above, notwithstanding Section 4.1 and 4.3 of the Agreement, during the MAG Suspension Year, there shall be no MAG. For clarity and avoidance of doubt, CXO shall be obligated to pay Percentage Rent during the MAG Suspension Year.

Section 9 – Temporary MAG for the Year Beginning July 1, 2022 and Ending June 30, 2023. Subject to Section 7 above and notwithstanding Sections 4.1 and 4.3 of the Agreement, during the MAG Adjustment Year, the MAG shall be the greater of: (i) the Temporary Floor Element Amount for such Year, (ii) the Prior Year Element for such Year, (iii) the PIPP Element for such Year, or (iv) eighty-five percent (85%) of the actual Base Rent payable for the immediately prior Year. For clarity and avoidance of doubt, CXO shall be obligated to pay the greater of the MAG or the Percentage Rent during the MAG Adjustment Year.

Section 10 – Temporary MAG for Year Beginning July 1, 2023 Until Complete Recovery. Subject to Section 7 above and notwithstanding Sections 4.1 and 4.3 of the Agreement, commencing with the July 1, 2023 to June 30, 2024 Year and continuing until Complete Recovery, the MAG shall be the greater of: (i) the Temporary Floor Element Amount for such Year, (ii) the Prior Year Element for such Year, (iii) the PIPP Element for such Year, (iv) the preceding Year's MAG, or (v) eighty-five percent (85%) of the actual Base Rent payable for the immediately prior

Agreement Year. For clarity and avoidance of doubt, CXO shall be obligated to pay the greater of the MAG or the Percentage Rent during any such Year. For clarity and avoidance of doubt, notwithstanding any provision of this Fifth Amendment, for Years following the occurrence of a Complete Recovery, the provisions of Sections 8 and 9 above and this Section 10 shall be of no further force or effect.

Section 11 – American Rescue Plan Act Credit. Subject to Section 8 above, to the extent that City receives funds under the ARPA, City shall allocate such funds among its concessionaires in accordance with the provisions of the ARPA (including, but not limited to, Section 7102(b)(4)(C) of the ARPA). City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Sections 8 through 10 above. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify CXO annually of the amount of ARPA funds applied to date. If City determines that CXO has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide CXO a rent credit for the unused balance of CXO’s ARPA fund allocation.

Section 12 – Determinations Relating to Passenger Enplanements. For purposes of calculating the total number of international passenger enplanements at TBIT in connection with the provisions of this Fifth Amendment and the Agreement, the Midfield Satellite Concourse (also known as the TBIT-West Gates) shall be deemed to be a part of TBIT. The determination of the total number of international passenger enplanements in the commercial airline terminals at the Airport (including TBIT) for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on CXO. The parties acknowledge that the Chief Executive Officer has determined that the total number of international passenger enplanements in TBIT for the Base Enplanement Period was 8,312,434.

Section 13 – References to Executive Director and Chief Executive Officer. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer.

Section 14 – Surcharge Provision Amendment. The first sentence of Section 6B of the Third Amendment between City and CXO is hereby deleted in its entirety and replaced with the following:

“Concessionaire may (in Concessionaire’s discretion) add a surcharge up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement as set forth in Section 6.a above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge (“Surcharge Period”).”

Section 15 – Digital Program. CXO acknowledges that: (i) City intends to implement an airport-wide digital online shop and dine program and delivery system (“Digital Program”); (ii) such Digital Program may be operated by one or more third party contractors; (iii) if the Digital Program is implemented, CXO shall participate in the Digital Program; and (iv) such Digital Program may not become effective until after the Effective Date of this Amendment. Nothing in this Section shall be construed to preclude participation in the pilot program authorized by Board Resolution no. 27007 (approving the Chief Executive Officer Consent to Permitted Uses).

Section 16 – CXO’s Representations. As a material inducement to City’s entering into this Fifth Amendment, CXO hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to CXO in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by CXO in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) CXO neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and CXO hereby releases City from any claims relating to the foregoing matters.

Section 17 – Miscellaneous. This Fifth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fifth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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Section 18 – Full Force and Effect. Except as amended and modified as set forth in this Fifth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and CXO has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney

Date: 10/29/21


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

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

**ATTEST:**

**LENLYN LIMITED**

By:   
Name: Ramon Ortega  
Title: Company Secretary

By:   
Name: Bharat Shah  
Title: President

**ACKNOWLEDGEMENT OF GUARANTOR**

The undersigned, INTERNATIONAL CURRENCY EXCHANGE LTD. (herein, "Guarantor") represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Fifth Amendment to Retail Concession Agreement No. LAA-8831, between the City of Los Angeles and LENLYN LIMITED dba ICE Currency Services USA ("Fifth Amendment"); (2) Guarantor is the guarantor of CXO's obligations under the Agreement described in the Fifth Amendment pursuant to that certain Guaranty Agreement executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of CXO's execution of the Fifth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by CXO of all of the terms of the CXO Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Fifth Amendment by CXO.

**"GUARANTOR"**

**INTERNATIONAL CURRENCY  
EXCHANGE LTD.**

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



FIFTH AMENDMENT TO LOS ANGELES INTERNATIONAL AIRPORT TERMINAL  
COMMERCIAL MANAGEMENT CONCESSION AGREEMENT NO. LAA-8640 FOR  
TERMINALS 1, 3 AND 6 BETWEEN CITY OF LOS ANGELES DEPARTMENT OF  
AIRPORTS AND URW AIRPORTS LLC

This Fifth Amendment to Los Angeles International Airport Terminal Commercial Management Concession Agreement No. LAA-8640 for Terminals 1, 3 and 6 (this “Fifth Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 URW AIRPORTS, LLC, a Delaware limited liability company (“TCM”), with reference to the following:

RECITALS

WHEREAS, City and TCM (f/k/a Westfield Concession Management, LLC and Westfield Airports, LLC) heretofore entered into that certain Los Angeles International Airport Terminal Commercial Manager Concession Agreement (Board File No. LAA-8640) dated June 22, 2012, as amended by that certain First Amendment to Los Angeles International Airport Terminal Commercial Management Concession Agreement (Board File No. LAA-8640A) dated June 9, 2016 between City and TCM, by that certain second amendment (the “Second Amendment”) in the form of a letter agreement (Board File No. LAA-8640B) dated April 22, 2020 between City and TCM, by that certain third amendment (the “Third Amendment”) in the form of a letter amendment (Board File No. LAA-8640C) dated September 30, 2020 between City and TCM, and by that certain Fourth Amendment (the “Fourth Amendment”) to Los Angeles International Airport Terminal Commercial Management Concession Agreement (Board File No. LAA-8640D) dated April 30, 2021 (as amended, the “Agreement”). Unless otherwise defined in this Fifth Amendment or the context otherwise requires, the capitalized terms used in this Fifth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement, among other things, to temporarily adjust the Minimum Annual Guaranteed Rent (sometimes also referred to as the MAG) on the terms and conditions set forth in this Fifth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1 - Definitions. For purposes of this Fifth Amendment, the following capitalized terms shall have the respective meanings as set forth below:

(a) “MAG Suspension Year” shall mean the Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) “MAG Adjustment Year” shall mean the Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) “Temporary Per Square Foot MAG Amount” shall mean an amount, calculated on a terminal by terminal basis for the terminals in which Units are located, equal to (x) the Minimum Per Square Foot MAG Amount as adjusted for the applicable Year as provided in Section 4.1.2.1 of the Agreement multiplied by (y) the Recovery Ratio for such terminal for the applicable Year (as defined below).

(d) “Recovery Ratio” means the ratio for the applicable Year calculated on a terminal by terminal basis as set forth below, provided, however, that in no event shall the Recovery Ratio be greater than 1.0. The Recovery Ratio for a given Year is the ratio of (x) the total number of passenger enplanements in the Unit’s terminal for the Comparison Enplanement Period (as defined below) to (y) the total number of passenger enplanements in the Unit’s terminal for the Base Enplanement Period (as defined below) (it being understood however that in no event shall the Recovery Ratio be greater than 1.0). For purposes of the Recovery Ratio, the “Comparison Enplanement Period” shall be the twelve (12) month period from March through February immediately preceding the applicable Year. For purposes of the Recovery Ratio, the “Base Enplanement Period” shall be the twelve (12) month period beginning March 1, 2019 and ending February 29, 2020. For purposes of illustration and the avoidance of doubt, the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2023 and ending June 30, 2024 is the period beginning March 1, 2022 and ending February 28, 2023; and the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2024 and ending June 30, 2025 is the period beginning March 1, 2023 and ending February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website, subject to adjustment as provided in Section 14 below.

(e) “Complete Recovery” shall mean, with respect to a given terminal in which a Unit is located, the first occurrence following the Base Enplanement Period in which the total number of passenger enplanements in the Unit’s terminal for the Comparison Enplanement Period is at least one hundred percent (100%) of the total number of passenger enplanements in such terminal for the Base Enplanement Period (i.e., the Recovery Ratio for such Unit’s terminal has reached 1.0 for the first time since the Base Enplanement Period).

Section 2 – Change of Annual Period for Calculation of Base Rent. In order to implement the MAG suspension and temporary adjustment provisions of this Fifth Amendment, the annual period for the calculation of the Base Rent (including the calculation of the Minimum Annual Guaranteed Rent and the Percentage Rent) under Article IV of the Agreement is being amended by this Section 2, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, to be the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (instead of the calendar year). Accordingly, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, the term “Year” as used in

the Agreement shall mean each twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (including any portion of a Year in which the expiration or earlier termination of the Primary Term occurs). As the result of the foregoing amendment to the term Year, the calculation of the Base Rent for the period beginning January 1, 2021 and ending June 30, 2021 will be for such 6-month period instead of an annual period and applicable annual amounts will be prorated accordingly. Notwithstanding the foregoing amendment to the term Year, the annual period for measuring Performance Metrics under Section 3.2 of the Agreement shall remain the calendar year and the Performance Metrics Measurement Period shall remain unchanged. For clarity and avoidance of doubt, the foregoing amendment to the term “Year” does not change the Expiration Date of the Agreement.

Section 2.1. As the result of the foregoing amendment to the term Year, the time period for the annual update of the Business and Operations Plan under Section 3.2 of the Agreement shall be changed as set forth in this Section 2.1. Within thirty (30) days following the Effective Date, TCM shall submit to City for approval TCM’s proposed updated Business and Operations Plan for the July 1, 2021 through June 30, 2022 Year. For subsequent Years, TCM shall submit its proposed updated Business and Operations Plan to City for approval no later than April 1<sup>st</sup> immediately preceding the applicable Year (i.e., no later than three (3) months prior to the commencement date of the applicable Year).

Section 3 – Amendment to Agreement Section 4.1.2 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, Section 4.1.2 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2 Minimum Annual Guaranteed Rent. Beginning July 1, 2021, the Minimum Annual Guaranteed Rent (herein, the “**Minimum Annual Guaranteed Rent**” or “**MAG**”) shall be an annual amount equal to the total number of square feet contained within all of the Units within the Premises, (it being understood that the total number of square feet contained in any TCM Common Areas, Short-Term Concession Space provided to TCM under Section 3.2.2 or any TCM Storage Premises are excluded from such calculation) multiplied by two hundred and eighty-seven Dollars and thirty three Cents (\$287.33) (herein, the “**Minimum Per Square Foot MAG Amount**”) for the applicable Year, subject to adjustment as provided below. For avoidance of doubt, City and TCM acknowledge that the Minimum Annual Guaranteed Rent shall be calculated from time to time based on the total number of square feet contained within the Units as such Units are reflected in each DIP Approval and as subject to verification by the Chief Executive Officer pursuant to Section 2.1.1 above. The Minimum Annual Guaranteed Rent shall be payable monthly in advance in equal installments (i.e. 1/12 of the MAG per month) on the first (1<sup>st</sup>) day of each month (the “**Monthly MAG Payment**”). The Minimum Annual Guaranteed Rent shall be increased effective on the Delivery Date (or such other date as may be agreed upon in writing by the Chief Executive Officer and TCM) of any and all additional areas which become a part of the Premises based on the total number of square feet of all Units contained within such additional Premises and the Monthly MAG Payment shall be similarly adjusted as

of such date. For any partial monthly period, such payment or adjusted payment shall be made on a pro-rata basis as of the applicable Delivery Date (or such other date as may be agreed upon in writing by the Chief Executive Officer and TCM). Beginning on July 1, 2022 and continuing each July 1<sup>st</sup> thereafter during the period of the Primary Term, the Minimum Annual Guaranteed Rent shall be adjusted to equal an amount equal to the greater of: (a) the CPI Adjusted Minimum Annual Guaranteed Rent for such Year (as computed and defined in Section 4.1.2.1 below), or (b) eighty-five percent (85%) of the Percentage Rent for the prior Year. The parties acknowledge that in no event shall the Minimum Annual Guaranteed Rent be less than the CPI Adjusted Minimum Annual Guaranteed Rent. The Monthly MAG Payment shall be adjusted on July 1<sup>st</sup> of each Year to correspond with the new Minimum Annual Guaranteed Rent (as adjusted herein). In the event that any element of the Minimum Annual Guaranteed Rent cannot be calculated as of the first (1<sup>st</sup>) day of the new Year (e.g., as the result of the delayed publication of the CPI or unavailability of other information), the Monthly MAG Payment shall be calculated based on available information (which shall in no event be less than the Monthly MAG Payment for the immediately prior Year) and adjusted as soon as such information is available and any increase in the Monthly MAG Payment for the prior months shall be paid with the next installment of the Monthly MAG Payment immediately following the calculation of such adjustment.”

Section 4 – Amendment to Agreement Section 4.1.2.1 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, Section 4.1.2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2.1 CPI Adjusted Minimum Annual Guaranteed Rent. Beginning on July 1, 2022 and continuing each July 1<sup>st</sup> thereafter during the period of the Primary Term (each such July 1<sup>st</sup> is referred to herein as an “**Adjustment Date**”), the Minimum Per Square Foot MAG Amount then in effect for the prior Year shall be adjusted by the percentage change in the CPI (as defined below) in effect for the month of the Adjustment Date over the CPI in effect for the month of July in the immediately prior year (the “**Base CPI Month**”) (i.e., the Minimum Per Square Foot MAG Amount then in effect for the prior Year shall be multiplied by a fraction the numerator of which shall be the CPI for the month of the Adjustment Date and the denominator for which shall be the CPI for the applicable Base CPI Month); provided, however in no event shall the Minimum Per Square Foot MAG Amount be decreased as the result of such computation; and provided, further, that in no event shall the Minimum Per Square Foot MAG Amount be increased by more than two and one-half percent (2.5%) per Year as the result of such computation. The Minimum Per Square Foot MAG Amount as so increased shall then be multiplied times the total number of square feet of all Units contained within the Premises and the product thereof shall constitute the “**CPI Adjusted Minimum Annual Guaranteed Rent**” as of the Adjustment Date. The term “**CPI**” shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor of CPI-U (all urban consumers) for the Los Angeles-Long Beach-Anaheim, California Area, 1982-1984=100. In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly

the same as the CPI shall be used to make such calculation (as reasonably determined by the Chief Executive Officer).”

Section 5 – Amendment to Fifth Sentence of Agreement Section 4.1.3 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, the fifth sentence of Section 4.1.3 of the Agreement is hereby amended and restated to read in its entirety as follows: “Beginning July 1, 2021, the term “TCM Management Fee” shall mean an annual dollar amount equal to two million sixty thousand and eight hundred and eighty-three dollars and sixty-three cents (\$2,060,883.63); provided, however, commencing on July 1, 2022, the amount of the TCM Management Fee shall be adjusted annually by the percentage change in the CPI computed as described in Section 4.1.2.1 above or three and one-half percent (3.5%), whichever is greater.”

Section 6 – Amendment to Agreement Section 4.10.2 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, the date for the annual adjustment to the FPG under Section 4.10.2 of the Agreement shall be July 1<sup>st</sup> (instead of January 1<sup>st</sup>).

Section 7 – Conditions to Rental Suspension and Temporary Adjustment Provisions. TCM’s and its sub-concessionaires’ eligibility to receive the benefits of the rental suspension, temporary adjustment and rent credit provisions set forth in Sections 8, 9, 10, 11 and 12 of this Fifth Amendment are conditioned upon the satisfaction of the conditions set forth in Sections 7.1, 7.2, 7.3 and 7.4 below. If any of such conditions fail to be satisfied by TCM, then Sections 8, 9, 10, 11 and 12 of this Fifth Amendment shall not apply nor have any force or effect with respect to TCM. If any of such conditions fail to be satisfied by any sub-concessionaire(s), then neither TCM nor such sub-concessionaire(s) shall be entitled to receive the pro-rata share of such benefits of the rental suspension, temporary adjustment and rent credit provisions set forth in Sections 8, 9, 10, 11 and 12 of this Fifth Amendment. TCM shall immediately notify City of the failure of any of such conditions. TCM’s payment of reduced rent or acceptance of a rent credit pursuant to such Sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled.

Section 7.1. TCM and its sub-concessionaires have not received and are not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Annual Guaranteed Rent. TCM and its sub-concessionaires shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law, including but not limited to the American Rescue Plan Act (“ARPA”).

Section 7.2. TCM and its sub-concessionaires continue to comply with their respective obligations to re-employ employees under Sections 4(a) and 4(c) of the Second Amendment.

Section 7.3. Each Unit shall be open for operations with adequate staffing to the satisfaction of the Chief Executive Officer. For a Unit to be considered open and to qualify for MAG abatement or temporary adjustment, TCM or its applicable sub-concessionaire must



demonstrate to the satisfaction of the Chief Executive Officer that the total worker hours at such sub-concessionaire's Unit is proportional to the passenger traffic in the terminal in which such Unit is located, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless TCM or its applicable sub-concessionaire can demonstrate to the Chief Executive Officer's satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

Section 7.4. TCM must consent to and approve of City's calculation of fund allocations under the American Rescue Plan Act ("Act") as described in Section 12 below.

Section 8 – MAG Suspension for the Year Beginning July 1, 2021 and Ending June 30, 2022. Subject to Section 7 above, notwithstanding Section 4.1.2 of the Agreement (as amended by this Fifth Amendment), during the MAG Suspension Year, there shall be no Minimum Annual Guaranteed Rent. For clarity and avoidance of doubt, TCM shall be obligated to pay Percentage Rent during the MAG Suspension Year.

Section 9 – Temporary MAG For the Year Beginning July 1, 2022 and Ending June 30, 2023. Subject to Section 7 above, notwithstanding Section 4.1.2 of the Agreement, during the MAG Adjustment Year, the Minimum Annual Guaranteed Rent shall be the greater of: (i) an amount equal to the total number of square feet within all of the Units within the Premises multiplied by the applicable Temporary Per Square Foot MAG Amount for each such Unit (based upon the applicable Recovery Ratio for the terminal in which such Unit is located), or (ii) eighty-five percent (85%) of the actual Base Rent payable for the immediately prior Year. For clarity and avoidance of doubt, TCM shall be obligated to pay the greater of the Minimum Annual Guaranteed Rent or the Percentage Rent during the MAG Adjustment Year.

Section 10 – Temporary MAG For Year Beginning July 1, 2023 Until Complete Recovery. Subject to Section 7 above, notwithstanding Section 4.1.2 of the Agreement, commencing with the July 1, 2023 to June 30, 2024 Year and continuing until Complete Recovery in the terminals in which the Units are located, the Minimum Annual Guaranteed Rent shall be the greater of: (i) an amount equal to the total number of square feet within all of the Units within the Premises multiplied by either (a) the applicable Temporary Per Square Foot MAG Amount (based upon the applicable Recovery Ratio for the terminal in which such Unit is located), if a Complete Recovery has not yet occurred with respect to the terminal in which such Unit is located prior to the commencement of such Year, or (b) the Minimum Per Square Foot MAG Amount (as adjusted for the applicable Year as provided in Section 4.1.2.1 of the Agreement), if a Complete Recovery has occurred with respect to the terminal in which such Unit is located prior to the commencement of such Year, as applicable; (ii) the preceding Year's Minimum Annual Guaranteed Rent; or (iii) eighty-five percent (85%) of the actual Base Rent for the immediately prior Year. For clarity and avoidance of doubt, TCM shall be obligated to pay the greater of the Minimum Annual Guaranteed Rent or the Percentage Rent during any such Year. For clarity and avoidance of doubt, notwithstanding any provision of this Fifth Amendment, for Years following the occurrence of a Complete Recovery by all of the terminals in which the Units are located, the provisions of Sections 8 and 9 above and this Section 10 shall be of no further force or effect. In connection

with the calculation of the amount of the preceding Year's Minimum Annual Guaranteed Rent under clause (ii) of the first sentence of this Section 10, if the total square footage of the Units within the Premises in the applicable Year has been reduced (with the consent of City) from the total square footage of the Units within the Premises for the preceding Year, then the amount of the preceding Year's Minimum Annual Guaranteed Rent (for purposes of applying said clause (ii) to the applicable Year only) will be proportionately reduced.

Section 11 – Base Percentage Rent Adjustment July 1, 2021 Until Complete Recovery. Subject to Section 7 above, for the period beginning July 1, 2021 and continuing until Complete Recovery in the terminals in which the Units are located (the "Recovery Period"), the reduction to the Base Percentage Rent by the TCM Improvement Allowance and TCM Management Fee as set forth in the second sentence of Section 4.1.3 of the Agreement shall be modified as set forth below in this Section 11. If the amount of the Monthly Percentage Rent Payment for any given month during the Recovery Period is less than or equal to the Monthly MAG Payment for the corresponding month that would have been payable absent abatement under Section 8 above or temporary reduction under Sections 9 or 10 above, then the Monthly Percentage Rent Payment payable for such month shall be reduced by: (a) an amount equal to seventy-five percent (75%) of the TCM Management Fee applicable to such month (calculated as one-twelfth (1/12) of the annual TCM Management Fee for the applicable Year) and (b) the TCM Improvement Allowance applicable for such month (calculated as one-twelfth (1/12) of the annual TCM Improvement Allowance for the applicable Year) up to the full amount of the Monthly Percentage Rent Payment payable for such month (it being understood that such reduction amounts shall not exceed the amount of the Monthly Percentage Rent Payment payable for such month, and any unapplied portion of the TCM Management Fee and/or the TCM Improvement Allowance for such month cannot be carried back or forward as a credit against the Monthly Percentage Rent Payment payable in any other month or against the Base Percentage Rent at Year-end reconciliation and cannot be otherwise applied as a credit or offset against the Rent due under the Agreement for the applicable Year, notwithstanding anything in the Agreement). If the amount of the Monthly Percentage Rent Payment for any given month during the Recovery Period is greater than the Monthly MAG Payment for the corresponding month that would have been payable absent abatement under Section 8 above or temporary reduction under Sections 9 or 10 above, then the Monthly Percentage Rent Payment payable for such month shall be reduced by: (a) an amount equal to one hundred percent (100%) of the TCM Management Fee applicable to such month (calculated as one-twelfth (1/12) of the annual TCM Management Fee for the applicable Year) and (b) the TCM Improvement Allowance applicable for such month (calculated as one-twelfth (1/12) of the annual TCM Improvement Allowance for the applicable Year) up to the full amount of the Monthly Percentage Rent Payment payable for such month (it being understood that such reduction amounts shall not exceed the amount of the Monthly Percentage Rent Payment payable for such month, and any unapplied portion of the TCM Management Fee and/or the TCM Improvement Allowance for such month cannot be carried back or forward as a credit against the Monthly Percentage Rent Payment payable in any other month or against the Base Percentage Rent at Year-end reconciliation and cannot be otherwise applied as a credit or offset against the Rent due under the Agreement for the applicable Year, notwithstanding anything in the Agreement). For clarity and avoidance of doubt, notwithstanding any provision of this Fifth Amendment, for Years following the occurrence of a Complete Recovery by all of the terminals in which the Units are located, the provisions of this Section 11 shall be of no further force or effect.

Section 12 – American Rescue Plan Act Credit. Subject to Section 7 above, to the extent that City receives funds under the Act, City shall allocate such funds among its concessionaires in accordance with the provisions of the Act (including, but not limited to, Section 7102(b)(4)(C) of the Act). City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Sections 8 through 10 above. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify TCM annually of the amount of ARPA funds applied to date, provided that TCM must provide a timely Annual Gross Revenue Report in accordance with Section 4.7.4 of the Agreement. If City determines that TCM or its sub-concessionaires’ have not depleted TCM’s or its sub-concessionaires’ allocation of ARPA funding as of the ARPA Completion Date, then City shall provide TCM a rent credit for the unused balance of TCM’s or its sub-concessionaires’ ARPA fund allocation.

Section 13 – Suspension of Agreement Section 4.11. The provisions of Section 4.11 of the Agreement regarding MAG Adjustment For Enplanement Decline (including all subsections thereto) are hereby suspended and are of no force or effect for the MAG Suspension Year and all subsequent Years until the Year following the occurrence of the Complete Recovery by all of the terminals in which the Units are located.

Section 14 – Determinations Relating to Passenger Enplanements. The determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on TCM. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the following commercial airline terminals at the Airport for the Base Enplanement Period were as follows: (a) Terminal 1: 4,710,204; (b) Terminal 3: 4,007,294; and (c) Terminal 6: 4,211,498.

Section 15 – Benefits to Sub-concessionaires. TCM shall pass along to all of its sub-concessionaires the same or more favorable MAG abatement and adjustment benefits and ARPA credits received by TCM pursuant to this Fifth Amendment on a pro-rata and non-discriminatory basis.

Section 16 – Correction to Agreement Section 4.1.2 for the Period January 1, 2019 Through June 30, 2021. In order to correct certain discrepancies in the Fourth Amendment, Amendment Section 8 of the Fourth Amendment (regarding the amendment and restatement of Section 4.1.2 of the Agreement) is hereby deleted. Effective for the period beginning January 1, 2019 and ending June 30, 2021, Section 4.1.2 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2 Minimum Annual Guaranteed Rent. Beginning January 1, 2019, the Minimum Annual Guaranteed Rent (herein, the “**Minimum Annual Guaranteed Rent**” or “**MAG**”) shall be an annual amount equal to the total number of square feet contained within all of the Units within the Premises, (it being understood that the total number of square feet contained in any TCM Common Areas, Short-Term



Concession Space provided to TCM under Section 3.2.2 or any TCM Storage Premises are excluded from such calculation) multiplied by Two Hundred Sixty-Six Dollars and Eighty-One Cents (\$266.81) (herein, the “**Minimum Per Square Foot MAG Amount**”) for the applicable Year, subject to adjustment as provided below. For avoidance of doubt, City and TCM acknowledge that the Minimum Annual Guaranteed Rent shall be calculated from time to time based on the total number of square feet contained within the Units as such Units are reflected in each DIP Approval and as subject to verification by the Chief Executive Officer pursuant to Section 2.1.1 above. The Minimum Annual Guaranteed Rent shall be payable monthly in advance in equal installments (i.e. 1/12 of the MAG per month) on the first (1<sup>st</sup>) day of each month (the “**Monthly MAG Payment**”). The Minimum Annual Guaranteed Rent shall be increased effective on the Delivery Date of any and all additional areas which become a part of the Premises based on the total number of square feet of all Units contained within such additional Premises and the Monthly MAG Payment shall be similarly adjusted as of such date. For any partial monthly period, such payment or adjusted payment shall be made on a pro-rata basis as of the applicable Delivery Date. Beginning on January 1, 2020 and continuing each January 1<sup>st</sup> thereafter and ending on July 1, 2021, the Minimum Annual Guaranteed Rent shall be adjusted to equal an amount equal to the greater of: (a) the CPI Adjusted Minimum Annual Guaranteed Rent for such Year (as computed and defined in Section 4.1.2.1 below), or (b) eighty-five percent (85%) of the Percentage Rent for the prior Year. The parties acknowledge that in no event shall the Minimum Annual Guaranteed Rent be less than the CPI Adjusted Minimum Annual Guaranteed Rent. The Monthly MAG Payment shall be adjusted on January 1<sup>st</sup> of each Year to correspond with the new Minimum Annual Guaranteed Rent (as adjusted herein). In the event that any element of the Minimum Annual Guaranteed Rent cannot be calculated as of the first (1<sup>st</sup>) day of the new Year (e.g., as the result of the delayed publication of the CPI or unavailability of other information), the Monthly MAG Payment shall be calculated based on available information (which shall in no event be less than the Monthly MAG Payment for the immediately prior Year) and adjusted as soon as such information is available and any increase in the Monthly MAG Payment for the prior months shall be paid with the next installment of the Monthly MAG Payment immediately following the calculation of such adjustment.”

Section 17 – Correction to Agreement Section 4.1.2.1 for the Period January 1, 2019 Through June 30, 2021. In order to correct certain discrepancies in the Sixth Amendment, Amendment Section 9 of the Fourth Amendment (regarding the amendment of Section 4.1.2.1 of the Agreement) is hereby deleted. Effective for the period beginning January 1, 2019 and ending June 30, 2021, Section 4.1.2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2.1 CPI Adjusted Minimum Annual Guaranteed Rent. Beginning on the January 1, 2020 and continuing each January 1<sup>st</sup> thereafter and ending on June 30, 2021 (each such January 1<sup>st</sup> is referred to herein as an “**Adjustment Date**”), the Minimum Per Square Foot MAG Amount then in effect for the prior Year shall

be adjusted by the percentage change in the CPI (as defined below) in effect for the month of the Adjustment Date over the CPI in effect for the month of January in the immediately prior year (the “Base CPI Month”) (i.e., the Minimum Per Square Foot MAG Amount shall be multiplied by a fraction the numerator of which shall be the CPI for the month of the Adjustment Date and the denominator for which shall be the CPI for the applicable Base CPI Month); provided, however in no event shall the Minimum Per Square Foot MAG Amount be decreased as the result of such computation; and provided, further, that in no event shall the Minimum Per Square Foot MAG Amount be increased by more than two and one-half percent (2.5%) per Year as the result of such computation. The Minimum Per Square Foot MAG Amount as so increased shall then be multiplied times the total number of square feet of all Units contained within the Premises and the product thereof shall constitute the “CPI Adjusted Minimum Annual Guaranteed Rent” as of the Adjustment Date. The term “CPI” shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor of CPI-U (all urban consumers) for the Los Angeles-Long Beach-Anaheim, California Area, 1982-1984=100. In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Chief Executive Officer).”

Section 18 – Surcharge Provision Amendment. The first sentence of Section 6.b of the Third Amendment between City and TCM is hereby deleted in its entirety and replaced with the following:

“TCM may permit its sub-concessionaires (in such sub-concessionaire’s discretion) to add a surcharge of up to three percent (3%) on concession sales to guests to be applied to the costs of their respective health insurance contribution requirement set forth in Section 6.e below, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by such sub-concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first (“Surcharge Period”); and provided that such Health Insurance Contribution is being made on a current basis during the Surcharge Period.”

Section 19 – Digital Program. TCM acknowledges that: (i) City intends to implement an airport-wide digital online shop and dine program and delivery system (“Digital Program”); (ii) such Digital Program may be operated by one or more third party contractors; (iii) if the Digital Program is implemented, TCM shall participate (and shall cause its sub-concessionaires to participate) in the Digital Program; and (iv) such Digital Program may not become effective until after the Effective Date of this Amendment. Nothing in this Section shall be construed to preclude participation in the pilot program authorized by Board Resolution no. 27007 (approving the Chief Executive Officer Consent to Permitted Uses).

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Section 20 – TCM’s Representations. As a material inducement to City’s entering into this Fifth Amendment, TCM hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has

duly delivered the Premises to TCM in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by TCM in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) TCM neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and TCM hereby releases City from any claims relating to the foregoing matters.

Section 21 – Miscellaneous. This Fifth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fifth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 23 – Full Force and Effect. Except as amended and modified as set forth in this Fifth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and TCM has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney


Date: 10/29/21

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

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

**ATTEST:**

**URW AIRPORTS, LLC**

By:   
Name: Dan Hough  
Title: Vice President - Airport Development

By:   
Name: Mike Salzman  
Title: Executive Vice President - Airports

### ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, URW WEA LLC, a Delaware limited liability company (herein, "Guarantor"), who is the successor by merger to Westfield America, Inc., a Missouri corporation, hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Fifth Amendment to the Los Angeles International Airport Terminal Commercial Management Concession Agreement for Terminals 1, 3 and 6, between the City of Los Angeles and URW Airports, LLC ("Fifth Amendment"); (2) Guarantor is the guarantor of TCM's obligations under the Agreement described in the Fifth Amendment pursuant to that certain Guaranty Agreement executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of TCM's execution of the Fifth Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by TCM of all of the terms of the TCM Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Fifth Amendment by TCM.

**"GUARANTOR"**

**URW WEA LLC**

**ATTEST:**

By: Hyura Choi  
Name: Hyura Choi  
Title: Assistant Secretary

By: John Kim  
Name: John Kim  
Title: Assistant Secretary

SEVENTH AMENDMENT TO LOS ANGELES INTERNATIONAL AIRPORT TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT NO. LAA-8613 FOR THE TOM BRADLEY INTERNATIONAL TERMINAL, TERMINAL 2 AND THE MIDFIELD SATELLITE CONCOURSE BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS AND URW AIRPORTS LLC

This Seventh Amendment to Los Angeles International Airport Terminal Commercial Management Concession Agreement No. LAA-8613 for Terminal 2, Tom Bradley International Terminal and the Midfield Satellite Concourse (this “Seventh Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (“Effective Date”) 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 URW AIRPORTS, LLC, a Delaware limited liability company (“TCM”), with reference to the following:

RECITALS

WHEREAS, City and TCM (f/k/a Westfield Concession Management, LLC and Westfield Airports, LLC) heretofore entered into that certain Los Angeles International Airport Terminal Commercial Manager Concession Agreement (Board File No. LAA-8613) dated March 1, 2012, as amended by that certain First Amendment to Los Angeles International Airport Terminal Commercial Management Concession Agreement (Board File No. LAA-8613A) dated July 9, 2015 between City and TCM, by that certain Second Amendment to Los Angeles International Airport Terminal Commercial Management Concession Agreement (Board File No. LAA-8613B) dated June 3, 2016 between City and TCM, by that certain Third Amendment to Los Angeles International Airport Terminal Commercial Management Concession Agreement (Board File No. LAA-8613C) dated November 13, 2017 between City and TCM, by that certain fourth amendment (the “Fourth Amendment”) in the form of a letter agreement (Board File No. LAA-8613D) dated April 22, 2020 and entered into on May 6, 2020 between City and TCM, by that certain fifth amendment (the “Fifth Amendment”) in the form of a letter amendment (Board File No. LAA-8613E) dated September 30, 2020 and entered into on December 30, 2020 between City and TCM, and by that certain Sixth Amendment (the “Sixth Amendment”) to Los Angeles International Airport Terminal Commercial Management Concession Agreement (Board File No. LAA-8613F) dated April 30, 2021 (as amended, the “Agreement”). Unless otherwise defined in this Seventh Amendment or the context otherwise requires, the capitalized terms used in this Seventh Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement, among other things, to temporarily adjust the Minimum Annual Guaranteed Rent (sometimes also referred to as the MAG) on the terms and conditions set forth in this Seventh Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1 - Definitions. For purposes of this Seventh Amendment, the following capitalized terms shall have the respective meanings as set forth below:

(a) "MAG Suspension Year" shall mean the Year beginning on July 1, 2021 and ending on June 30, 2022.

(b) "MAG Adjustment Year" shall mean the Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) "Temporary Per Square Foot MAG Amount" shall mean an amount, calculated on a terminal by terminal basis for the terminals in which Units are located, equal to (x) the Minimum Per Square Foot MAG Amount as adjusted for the applicable Year as provided in Section 4.1.2.1 of the Agreement multiplied by (y) the Recovery Ratio for such terminal for the applicable Year (as defined below).

(d) "Recovery Ratio" means the ratio for the applicable Year calculated on a terminal by terminal basis as set forth below, provided, however, that in no event shall the Recovery Ratio be greater than 1.0. The Recovery Ratio for a given Year is the ratio of (x) the total number of passenger enplanements in the Unit's terminal for the Comparison Enplanement Period (as defined below) to (y) the total number of passenger enplanements in the Unit's terminal for the Base Enplanement Period (as defined below) (it being understood however that in no event shall the Recovery Ratio be greater than 1.0). For purposes of the Recovery Ratio, the "Comparison Enplanement Period" shall be the twelve (12) month period from March through February immediately preceding the applicable Year. For purposes of the Recovery Ratio, the "Base Enplanement Period" shall be the twelve (12) month period beginning March 1, 2019 and ending February 29, 2020. For purposes of illustration and the avoidance of doubt, the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2023 and ending June 30, 2024 is the period beginning March 1, 2022 and ending February 28, 2023; and the Comparison Enplanement Period for calculating the Recovery Ratio for the Year beginning July 1, 2024 and ending June 30, 2025 is the period beginning March 1, 2023 and ending February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website, subject to adjustment as provided in Section 14 below.

(e) "Complete Recovery" shall mean, with respect to a given terminal in which a Unit is located, the first occurrence following the Base Enplanement Period in which the total number of passenger enplanements in the Unit's terminal for the Comparison Enplanement Period is at least one hundred percent (100%) of the total number of passenger enplanements in such terminal for the Base Enplanement Period (i.e., the Recovery Ratio for such Unit's terminal has reached 1.0 for the first time since the Base Enplanement Period).

Section 2 – Change of Annual Period for Calculation of Base Rent. In order to implement the MAG suspension and temporary adjustment provisions of this Seventh Amendment, the annual period for the calculation of the Base Rent (including the calculation of the Minimum Annual Guaranteed Rent and the Percentage Rent) under Article IV of the Agreement is being amended by this Section 2, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, to be the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (instead of the calendar year). Accordingly, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, the term “Year” as used in the Agreement shall mean each twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (including any portion of a Year in which the expiration or earlier termination of the Primary Term occurs). As the result of the foregoing amendment to the term Year, the calculation of the Base Rent for the period beginning January 1, 2021 and ending June 30, 2021 will be for such 6-month period instead of an annual period and applicable annual amounts will be prorated accordingly. Notwithstanding the foregoing amendment to the term Year, the annual period for measuring Performance Metrics under Section 3.2 of the Agreement shall remain the calendar year and the Performance Metrics Measurement Period shall remain unchanged. For clarity and avoidance of doubt, the foregoing amendment to the term “Year” does not change the Expiration Date of the Agreement.

Section 2.1. As the result of the foregoing amendment to the term Year, the time period for the annual update of the Business and Operations Plan under Section 3.2 of the Agreement shall be changed as set forth in this Section 2.1. Within thirty (30) days following the Effective Date, TCM shall submit to City for approval TCM’s proposed updated Business and Operations Plan for the July 1, 2021 through June 30, 2022 Year. For subsequent Years, TCM shall submit its proposed updated Business and Operations Plan to City for approval no later than April 1<sup>st</sup> immediately preceding the applicable Year (i.e., no later than three (3) months prior to the commencement date of the applicable Year).

Section 3 – Amendment to Agreement Section 4.1.2 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, Section 4.1.2 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2 Minimum Annual Guaranteed Rent. Beginning July 1, 2021, the Minimum Annual Guaranteed Rent (herein, the “**Minimum Annual Guaranteed Rent**” or “**MAG**”) shall be an annual amount equal to the total number of square feet contained within all of the Units within the Premises, (it being understood that the total number of square feet contained in any TCM Common Areas, Short-Term Concession Space provided to TCM under Section 3.2.2 or any TCM Storage Premises are excluded from such calculation) multiplied by two hundred and fifty three Dollars and forty two Cents (\$253.42) (herein, the “**Minimum Per Square Foot MAG Amount**”) for the applicable Year, subject to adjustment as provided below. For avoidance of doubt, City and TCM acknowledge that the Minimum Annual Guaranteed Rent shall be calculated from time to time based on the total number of square feet contained within the Units as such Units are reflected in each



DIP Approval and as subject to verification by the Chief Executive Officer pursuant to Section 2.1.1 above. The Minimum Annual Guaranteed Rent shall be payable monthly in advance in equal installments (i.e. 1/12 of the MAG per month) on the first (1<sup>st</sup>) day of each month (the “**Monthly MAG Payment**”). The Minimum Annual Guaranteed Rent shall be increased effective on the Delivery Date (or such other date as may be agreed upon in writing by the Chief Executive Officer and TCM) of any and all additional areas which become a part of the Premises based on the total number of square feet of all Units contained within such additional Premises and the Monthly MAG Payment shall be similarly adjusted as of such date. For any partial monthly period, such payment or adjusted payment shall be made on a pro-rata basis as of the applicable Delivery Date (or such other date as may be agreed upon in writing by the Chief Executive Officer and TCM). Beginning on July 1, 2022 and continuing each July 1<sup>st</sup> thereafter during the period of the Primary Term, the Minimum Annual Guaranteed Rent shall be adjusted to equal an amount equal to the greater of: (a) the CPI Adjusted Minimum Annual Guaranteed Rent for such Year (as computed and defined in Section 4.1.2.1 below), or (b) eighty-five percent (85%) of the Percentage Rent for the prior Year. The parties acknowledge that in no event shall the Minimum Annual Guaranteed Rent be less than the CPI Adjusted Minimum Annual Guaranteed Rent. The Monthly MAG Payment shall be adjusted on July 1<sup>st</sup> of each Year to correspond with the new Minimum Annual Guaranteed Rent (as adjusted herein). In the event that any element of the Minimum Annual Guaranteed Rent cannot be calculated as of the first (1<sup>st</sup>) day of the new Year (e.g., as the result of the delayed publication of the CPI or unavailability of other information), the Monthly MAG Payment shall be calculated based on available information (which shall in no event be less than the Monthly MAG Payment for the immediately prior Year) and adjusted as soon as such information is available and any increase in the Monthly MAG Payment for the prior months shall be paid with the next installment of the Monthly MAG Payment immediately following the calculation of such adjustment.”

Section 4 – Amendment to Agreement Section 4.1.2.1 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, Section 4.1.2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2.1 CPI Adjusted Minimum Annual Guaranteed Rent. Beginning on July 1, 2022 and continuing each July 1<sup>st</sup> thereafter during the period of the Primary Term (each such July 1<sup>st</sup> is referred to herein as an “**Adjustment Date**”), the Minimum Per Square Foot MAG Amount then in effect for the prior Year shall be adjusted by the percentage change in the CPI (as defined below) in effect for the month of the Adjustment Date over the CPI in effect for the month of July in the immediately prior year (the “**Base CPI Month**”) (i.e., the Minimum Per Square Foot MAG Amount then in effect for the prior Year shall be multiplied by a fraction the numerator of which shall be the CPI for the month of the Adjustment Date and the denominator for which shall be the CPI for the applicable Base CPI Month); provided, however in no event shall the Minimum Per Square Foot MAG Amount be decreased as the result of such computation; and provided, further, that in no

event shall the Minimum Per Square Foot MAG Amount be increased by more than two and one-half percent (2.5%) per Year as the result of such computation. The Minimum Per Square Foot MAG Amount as so increased shall then be multiplied times the total number of square feet of all Units contained within the Premises and the product thereof shall constitute the “**CPI Adjusted Minimum Annual Guaranteed Rent**” as of the Adjustment Date. The term “CPI” shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor of CPI-U (all urban consumers) for the Los Angeles-Long Beach-Anaheim, California Area, 1982-1984=100. In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Chief Executive Officer).”

Section 5 – Amendment to Fifth Sentence of Agreement Section 4.1.3 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, the fifth sentence of Section 4.1.3 of the Agreement is hereby amended and restated to read in its entirety as follows: “Beginning July 1, 2021, the term “**TCM Management Fee**” shall mean an annual dollar amount equal to two million one hundred and thirty-two thousand, nine hundred and twelve dollars and forty-five cents (\$2,132,912.45); provided, however, commencing on July 1, 2022, the amount of the TCM Management Fee shall be adjusted annually by the percentage change in the CPI computed as described in Section 4.1.2.1 above or three and one-half percent (3.5%), whichever is greater.”

Section 6 – Amendment to Agreement Section 4.10.2 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Primary Term, the date for the annual adjustment to the FPG under Section 4.10.2 of the Agreement shall be July 1<sup>st</sup> (instead of January 1<sup>st</sup>).

Section 7 – Conditions to Rental Suspension and Temporary Adjustment Provisions. TCM’s and its sub-concessionaires’ eligibility to receive the benefits of the rental suspension, temporary adjustment and rent credit provisions set forth in Sections 8, 9, 10, 11 and 12 of this Seventh Amendment are conditioned upon the satisfaction of the conditions set forth in Sections 7.1, 7.2, 7.3 and 7.4 below. If any of such conditions fail to be satisfied by TCM, then Sections 8, 9, 10, 11 and 12 of this Seventh Amendment shall not apply nor have any force or effect with respect to TCM. If any of such conditions fail to be satisfied by any sub-concessionaire(s), then neither TCM nor such sub-concessionaire(s) shall be entitled to receive the pro-rata share of such benefits of the rental suspension, temporary adjustment and rent credit provisions set forth in Sections 8, 9, 10, 11 and 12 of this Seventh Amendment. TCM shall immediately notify City of the failure of any of such conditions. TCM’s payment of reduced rent or acceptance of a rent credit pursuant to such Sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled.

Section 7.1. TCM and its sub-concessionaires have not received and are not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or the Minimum Annual Guaranteed Rent. TCM and its sub-concessionaires shall cooperate with City to confirm

compliance with any audit to confirm compliance with applicable law, including but not limited to the American Rescue Plan Act (“ARPA”).

Section 7.2. TCM and its sub-concessionaires continue to comply with their respective obligations to re-employ employees under Sections 4(a) and 4(c) of the Fourth Amendment.

Section 7.3. Each Unit shall be open for operations with adequate staffing to the satisfaction of the Chief Executive Officer. For a Unit to be considered open and to qualify for MAG abatement or temporary adjustment, TCM or its applicable sub-concessionaire must demonstrate to the satisfaction of the Chief Executive Officer that the total worker hours at such sub-concessionaire’s Unit is proportional to the passenger traffic in the terminal in which such Unit is located, using December 2019 total worker hours and passenger traffic as the basis of full worker hours/sales, unless TCM or its applicable sub-concessionaire can demonstrate to the Chief Executive Officer’s satisfaction that failure to achieve such staffing levels is solely due to challenges to hire employees as documented through significant, well-documented effort to do so; this provision shall not be construed in any case to require staffing levels that exceed December 2019 levels.

Section 7.4. TCM must consent to and approve of City’s calculation of fund allocations under the American Rescue Plan Act (“Act”) as described in Section 12 below.

Section 8 – MAG Suspension for the Year Beginning July 1, 2021 and Ending June 30, 2022. Subject to Section 7 above, notwithstanding Section 4.1.2 of the Agreement (as amended by this Seventh Amendment), during the MAG Suspension Year, there shall be no Minimum Annual Guaranteed Rent. For clarity and avoidance of doubt, TCM shall be obligated to pay Percentage Rent during the MAG Suspension Year.

Section 9 – Temporary MAG For the Year Beginning July 1, 2022 and Ending June 30, 2023. Subject to Section 7 above, notwithstanding Section 4.1.2 of the Agreement, during the MAG Adjustment Year, the Minimum Annual Guaranteed Rent shall be the greater of: (i) an amount equal to the total number of square feet within all of the Units within the Premises multiplied by the applicable Temporary Per Square Foot MAG Amount for each such Unit (based upon the applicable Recovery Ratio for the terminal in which such Unit is located), or (ii) eighty-five percent (85%) of the actual Base Rent payable for the immediately prior Year. For clarity and avoidance of doubt, TCM shall be obligated to pay the greater of the Minimum Annual Guaranteed Rent or the Percentage Rent during the MAG Adjustment Year.

Section 10 – Temporary MAG For Year Beginning July 1, 2023 Until Complete Recovery. Subject to Section 7 above, notwithstanding Section 4.1.2 of the Agreement, commencing with the July 1, 2023 to June 30, 2024 Year and continuing until Complete Recovery in the terminals in which the Units are located, the Minimum Annual Guaranteed Rent shall be the greater of: (i) an amount equal to the total number of square feet within all of the Units within the Premises multiplied by either (a) the applicable Temporary Per Square Foot MAG Amount (based upon the applicable Recovery Ratio for the terminal in which such Unit is located), if a Complete Recovery has not yet occurred with respect to the terminal in which such Unit is located prior to the

commencement of such Year, or (b) the Minimum Per Square Foot MAG Amount (as adjusted for the applicable Year as provided in Section 4.1.2.1 of the Agreement), if a Complete Recovery has occurred with respect to the terminal in which such Unit is located prior to the commencement of such Year, as applicable; (ii) the preceding Year's Minimum Annual Guaranteed Rent; or (iii) eighty-five percent (85%) of the actual Base Rent for the immediately prior Year. For clarity and avoidance of doubt, TCM shall be obligated to pay the greater of the Minimum Annual Guaranteed Rent or the Percentage Rent during any such Year. For clarity and avoidance of doubt, notwithstanding any provision of this Seventh Amendment, for Years following the occurrence of a Complete Recovery by all of the terminals in which the Units are located, the provisions of Sections 8 and 9 above and this Section 10 shall be of no further force or effect. In connection with the calculation of the amount of the preceding Year's Minimum Annual Guaranteed Rent under clause (ii) of the first sentence of this Section 10, if the total square footage of the Units within the Premises in the applicable Year has been reduced (with the consent of City) from the total square footage of the Units within the Premises for the preceding Year, then the amount of the preceding Year's Minimum Annual Guaranteed Rent (for purposes of applying said clause (ii) to the applicable Year only) will be proportionately reduced.

Section 11 – Base Percentage Rent Adjustment July 1, 2021 Until Complete Recovery. Subject to Section 7 above, for the period beginning July 1, 2021 and continuing until Complete Recovery in the terminals in which the Units are located (the "Recovery Period"), the reduction to the Base Percentage Rent by the TCM Improvement Allowance and TCM Management Fee as set forth in the second sentence of Section 4.1.3 of the Agreement shall be modified as set forth below in this Section 11. If the amount of the Monthly Percentage Rent Payment for any given month during the Recovery Period is less than or equal to the Monthly MAG Payment for the corresponding month that would have been payable absent abatement under Section 8 above or temporary reduction under Sections 9 or 10 above, then the Monthly Percentage Rent Payment payable for such month shall be reduced by: (a) an amount equal to seventy-five percent (75%) of the TCM Management Fee applicable to such month (calculated as one-twelfth (1/12) of the annual TCM Management Fee for the applicable Year) and (b) the TCM Improvement Allowance applicable for such month (calculated as one-twelfth (1/12) of the annual TCM Improvement Allowance for the applicable Year) up to the full amount of the Monthly Percentage Rent Payment payable for such month (it being understood that such reduction amounts shall not exceed the amount of the Monthly Percentage Rent Payment payable for such month, and any unapplied portion of the TCM Management Fee and/or the TCM Improvement Allowance for such month cannot be carried back or forward as a credit against the Monthly Percentage Rent Payment payable in any other month or against the Base Percentage Rent at Year-end reconciliation and cannot be otherwise applied as a credit or offset against the Rent due under the Agreement for the applicable Year, notwithstanding anything in the Agreement). If the amount of the Monthly Percentage Rent Payment for any given month during the Recovery Period is greater than the Monthly MAG Payment for the corresponding month that would have been payable absent abatement under Section 8 above or temporary reduction under Sections 9 or 10 above, then the Monthly Percentage Rent Payment payable for such month shall be reduced by: (a) an amount equal to one hundred percent (100%) of the TCM Management Fee applicable to such month (calculated as one-twelfth (1/12) of the annual TCM Management Fee for the applicable Year) and (b) the TCM Improvement Allowance applicable for such month (calculated as one-twelfth (1/12) of the annual TCM Improvement Allowance for the applicable Year) up to the full amount of the

Monthly Percentage Rent Payment payable for such month (it being understood that such reduction amounts shall not exceed the amount of the Monthly Percentage Rent Payment payable for such month, and any unapplied portion of the TCM Management Fee and/or the TCM Improvement Allowance for such month cannot be carried back or forward as a credit against the Monthly Percentage Rent Payment payable in any other month or against the Base Percentage Rent at Year-end reconciliation and cannot be otherwise applied as a credit or offset against the Rent due under the Agreement for the applicable Year, notwithstanding anything in the Agreement). For clarity and avoidance of doubt, notwithstanding any provision of this Seventh Amendment, for Years following the occurrence of a Complete Recovery by all of the terminals in which the Units are located, the provisions of this Section 11 shall be of no further force or effect.

Section 12 – American Rescue Plan Act Credit. Subject to Section 7 above, to the extent that City receives funds under the Act, City shall allocate such funds among its concessionaires in accordance with the provisions of the Act (including, but not limited to, Section 7102(b)(4)(C) of the Act). City shall calculate the amount of relief applied to each concessionaire as the difference between rents paid and the amount of rent that would be due if MAG was not suspended or reduced pursuant to Sections 8 through 10 above. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify TCM annually of the amount of ARPA funds applied to date, provided that TCM must provide a timely Annual Gross Revenue Report in accordance with Section 4.7.4 of the Agreement. If City determines that TCM or its sub-concessionaires’ have not depleted TCM’s or its sub-concessionaires’ allocation of ARPA funding as of the ARPA Completion Date, then City shall provide TCM a rent credit for the unused balance of TCM’s or its sub-concessionaires’ ARPA fund allocation.

Section 13 – Suspension of Agreement Section 4.11. The provisions of Section 4.11 of the Agreement regarding MAG Adjustment For Enplanement Decline (including all subsections thereto) are hereby suspended and are of no force or effect for the MAG Suspension Year and all subsequent Years until the Year following the occurrence of the Complete Recovery by all of the terminals in which the Units are located.

Section 14 – Determinations Relating to Passenger Enplanements. For purposes of calculating the total number of passenger enplanements at the terminals and applying the provisions of Sections 8 through 11 of this Seventh Amendment (including the determination of the Recovery Ratio and Complete Recovery), the Midfield Satellite Concourse (also known as the TBIT-West Gates) shall be deemed to be a part of TBIT (i.e., TBIT and the Midfield Satellite Concourse are deemed to be a single terminal) and the number of passenger enplanements in Terminal 2 for the Comparison Enplanement Period will be adjusted as set forth in this Section. The number of passenger enplanements in Terminal 2 prior to the Terminal 3 Reopening (as defined below) shall be adjusted to equal two-thirds (2/3) of the total number of passenger enplanements. For Comparison Enplanement Periods after the Terminal 3 Reopening occurs, the number of passenger enplanements in Terminal 2 shall be the total number of passenger enplanements in Terminal 2 for the applicable Comparison Enplanement Period. The term “Terminal 3 Reopening” shall mean date on which Terminal 3 reopens twelve (12) or more gates. The determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on



TCM. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the following commercial airline terminals at the Airport for the Base Enplanement Period were as follows: (a) Terminal 2: 4,501,793; and (b) TBIT: 8,609,887.

Section 15 – Benefits to Sub-concessionaires. TCM shall pass along to all of its sub-concessionaires the same or more favorable MAG abatement and adjustment benefits and ARPA credits received by TCM pursuant to this Seventh Amendment on a pro-rata and non-discriminatory basis.

Section 16 – Correction to Agreement Section 4.1.2 for the Period January 1, 2019 Through June 30, 2021. In order to correct certain discrepancies in the Sixth Amendment, Amendment Section 9 of the Sixth Amendment (regarding the amendment and restatement of Section 4.1.2 of the Agreement) is hereby deleted. Effective for the period beginning January 1, 2019 and ending June 30, 2021, Section 4.1.2 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2 Minimum Annual Guaranteed Rent. Beginning January 1, 2019, the Minimum Annual Guaranteed Rent (herein, the “**Minimum Annual Guaranteed Rent**” or “**MAG**”) shall be an annual amount equal to the total number of square feet contained within all of the Units within the Premises, (it being understood that the total number of square feet contained in any TCM Common Areas, Short-Term Concession Space provided to TCM under Section 3.2.2 or any TCM Storage Premises are excluded from such calculation) multiplied by Two Hundred Thirty-Five Dollars and Thirty-Three Cents (\$235.33) (herein, the “**Minimum Per Square Foot MAG Amount**”) for the applicable Year, subject to adjustment as provided below. For avoidance of doubt, City and TCM acknowledge that the Minimum Annual Guaranteed Rent shall be calculated from time to time based on the total number of square feet contained within the Units as such Units are reflected in each DIP Approval and as subject to verification by the Chief Executive Officer pursuant to Section 2.1.1 above. The Minimum Annual Guaranteed Rent shall be payable monthly in advance in equal installments (i.e. 1/12 of the MAG per month) on the first (1<sup>st</sup>) day of each month (the “**Monthly MAG Payment**”). The Minimum Annual Guaranteed Rent shall be increased effective on the Delivery Date of any and all additional areas which become a part of the Premises based on the total number of square feet of all Units contained within such additional Premises and the Monthly MAG Payment shall be similarly adjusted as of such date. For any partial monthly period, such payment or adjusted payment shall be made on a pro-rata basis as of the applicable Delivery Date. Beginning on January 1, 2020 and continuing each January 1<sup>st</sup> thereafter and ending on July 1, 2021, the Minimum Annual Guaranteed Rent shall be adjusted to equal an amount equal to the greater of: (a) the CPI Adjusted Minimum Annual Guaranteed Rent for such Year (as computed and defined in Section 4.1.2.1 below), or (b) eighty-five percent (85%) of the Percentage Rent for the prior Year. The parties acknowledge that in no event shall the Minimum Annual Guaranteed Rent be less than the CPI Adjusted Minimum Annual Guaranteed Rent. The Monthly MAG Payment shall be adjusted

on January 1<sup>st</sup> of each Year to correspond with the new Minimum Annual Guaranteed Rent (as adjusted herein). In the event that any element of the Minimum Annual Guaranteed Rent cannot be calculated as of the first (1<sup>st</sup>) day of the new Year (e.g., as the result of the delayed publication of the CPI or unavailability of other information), the Monthly MAG Payment shall be calculated based on available information (which shall in no event be less than the Monthly MAG Payment for the immediately prior Year) and adjusted as soon as such information is available and any increase in the Monthly MAG Payment for the prior months shall be paid with the next installment of the Monthly MAG Payment immediately following the calculation of such adjustment.”

Section 17 – Correction to Agreement Section 4.1.2.1 for the Period January 1, 2019 Through June 30, 2021. In order to correct certain discrepancies in the Sixth Amendment, Amendment Section 10 of the Sixth Amendment (regarding the amendment of Section 4.1.2.1 of the Agreement) is hereby deleted. Effective for the period beginning January 1, 2019 and ending June 30, 2021, Section 4.1.2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“4.1.2.1 CPI Adjusted Minimum Annual Guaranteed Rent. Beginning on the January 1, 2020 and continuing each January 1<sup>st</sup> thereafter and ending on June 30, 2021 (each such January 1<sup>st</sup> is referred to herein as an “**Adjustment Date**”), the Minimum Per Square Foot MAG Amount then in effect for the prior Year shall be adjusted by the percentage change in the CPI (as defined below) in effect for the month of the Adjustment Date over the CPI in effect for the month of January in the immediately prior year (the “**Base CPI Month**”) (i.e., the Minimum Per Square Foot MAG Amount shall be multiplied by a fraction the numerator of which shall be the CPI for the month of the Adjustment Date and the denominator for which shall be the CPI for the applicable Base CPI Month); provided, however in no event shall the Minimum Per Square Foot MAG Amount be decreased as the result of such computation; and provided, further, that in no event shall the Minimum Per Square Foot MAG Amount be increased by more than two and one-half percent (2.5%) per Year as the result of such computation. The Minimum Per Square Foot MAG Amount as so increased shall then be multiplied times the total number of square feet of all Units contained within the Premises and the product thereof shall constitute the “**CPI Adjusted Minimum Annual Guaranteed Rent**” as of the Adjustment Date. The term “**CPI**” shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor of CPI-U (all urban consumers) for the Los Angeles-Long Beach-Anaheim, California Area, 1982-1984=100. In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Chief Executive Officer).”

Section 18 – Surcharge Provision Amendment. The first sentence of Section 6.b of the Fifth Amendment between City and TCM is hereby deleted in its entirety and replaced with the following:

“TCM may permit its sub-concessionaires (in such sub-concessionaire’s discretion) to add a surcharge of up to three percent (3%) on concession sales to guests to be applied to the costs of their respective health insurance contribution requirement set forth in Section 6.e below, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by such sub-concessionaire, or if such total amount has not been reached, until June 30, 2022, whichever comes first (“Surcharge Period”); and provided that such Health Insurance Contribution is being made on a current basis during the Surcharge Period.”

Section 19 – Digital Program. TCM acknowledges that: (i) City intends to implement an airport-wide digital online shop and dine program and delivery system (“Digital Program”); (ii) such Digital Program may be operated by one or more third party contractors; (iii) if the Digital Program is implemented, TCM shall participate (and shall cause its sub-concessionaires to participate) in the Digital Program; and (iv) such Digital Program may not become effective until after the Effective Date of this Amendment. Nothing in this Section shall be construed to preclude participation in the pilot program authorized by Board Resolution no. 27007 (approving the Chief Executive Officer Consent to Permitted Uses).

Section 20 – TCM’s Representations. As a material inducement to City’s entering into this Seventh Amendment, TCM hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) City has duly delivered the Premises to TCM in accordance with the terms of the Agreement, and there exists no unresolved disputes or claims by TCM in connection with the Agreement (including, without limitation, for items of construction, repair or capital expenditure for which City is liable or obligated to pay for or to perform in connection with the Agreement); (3) TCM neither has nor claims any defenses, setoffs or credits against the payment of Rent payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and TCM hereby releases City from any claims relating to the foregoing matters. The foregoing shall not apply to the alleged pending claim by LS and Partners at LAX, LLC.

Section 21 – Miscellaneous. This Seventh Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Seventh Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Seventh Amendment had been delivered that had been signed using a handwritten signature. All parties to this Seventh Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Seventh Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or



delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Seventh Amendment based on the foregoing forms of signature. If this Seventh Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 23 – Full Force and Effect. Except as amended and modified as set forth in this Seventh Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

IN WITNESS WHEREOF, City has caused this Seventh Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and TCM has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

By:   
Deputy/Assistant City Attorney


Date: 10/29/21

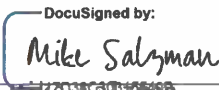
By: \_\_\_\_\_  
Chief Executive Officer  
City of Los Angeles, Department of  
Airports

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

**ATTEST:**

**URW AIRPORTS, LLC**

By:   
Name: Dan Hough  
Title: Vice President - Airport Development

By:   
Name: Mike Salzman  
Title: Executive Vice President - Airports

**ACKNOWLEDGEMENT OF GUARANTOR**

The undersigned, URW WEA LLC, a Delaware limited liability company (herein, "Guarantor"), who is the successor by merger to Westfield America, Inc., a Missouri corporation, hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Seventh Amendment to the Los Angeles International Airport Terminal Commercial Management Concession Agreement for the Tom Bradley International Terminal, Terminal 2 and the Midfield Satellite Concourse, between the City of Los Angeles and URW Airports, LLC ("Seventh Amendment"); (2) Guarantor is the guarantor of TCM's obligations under the Agreement described in the Seventh Amendment pursuant to that certain Guaranty Agreement executed concurrently with the execution of the Agreement (the "Guaranty"); (3) Guarantor approves of TCM's execution of the Seventh Amendment and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by TCM of all of the terms of the TCM Agreement, as amended. This Acknowledgement of Guarantor has been executed as of the date of execution of the Seventh Amendment by TCM.

**"GUARANTOR"**

**URW WEA LLC**

**ATTEST:**

By: Hyura Choi  
Name: Hyura Choi  
Title: Assistant Secretary

By: John Kim  
Name: John Kim  
Title: Assistant Secretary

FIFTH AMENDMENT TO LOS ANGELES INTERNATIONAL AIRPORT TERMINAL  
MEDIA OPERATOR CONCESSION AGREEMENT NO. LAA-8796  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND JCDECAUX AIRPORT, INC.

This Fifth Amendment to Los Angeles International Airport Terminal Media Operator Concession Agreement No. LAA-8796 (this "Fifth Amendment") is made and entered into as of \_\_\_\_\_, 2021 ("Effective Date") 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 JCDECAUX AIRPORT, INC., a Delaware corporation ("TMO"), with reference to the following:

RECITALS

WHEREAS, City and TMO heretofore entered into that certain Los Angeles International Airport Terminal Media Operator Concession Agreement (Board File No. LAA-8796) dated February 1, 2014, as amended by that certain First Amendment to the Los Angeles International Airport Terminal Media Operator Concession Agreement No. LAA-8796 (Board File No. LAA-8796A) dated May 14, 2018 between City and TMO, by that certain Second Amendment to the Los Angeles International Airport Terminal Media Operator Concession Agreement No. LAA-8796 (Board File No. LAA-8796B) dated June 26, 2019 between City and TMO, by that certain third amendment in the form of a letter amendment (Board File No. LAA-8796C) dated April 23, 2020 between City and TMO (the "Third Amendment"), and by that certain fourth amendment in the form of a letter amendment (Board File No. LAA-8796D) dated October 1, 2020 between City and TMO (the "Fourth Amendment") [as amended, the "Agreement"]. Unless otherwise defined in this Fifth Amendment or the context otherwise requires, the capitalized terms used in this Fifth Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, in consideration of the recent decline in flight and passenger traffic at the Airport and the resulting temporary decline in airport revenue generating opportunities, the parties desire to amend the Agreement, among other things, to temporarily adjust the Advertising MAG and the Sponsorship MAG on the terms and conditions set forth in this Fifth Amendment.

AGREEMENT

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Agreement, BE AMENDED AS FOLLOWS:

Section 1 - Definitions. For purposes of this Fifth Amendment, the following capitalized terms shall have the respective meanings as set forth below:

(a) "MAG Suspension Year" shall mean the Agreement Year beginning on July 1, 2021 and ending on June 30, 2022.



(b) "MAG Adjustment Year" shall mean the Agreement Year beginning on July 1, 2022 and ending on June 30, 2023.

(c) "Temporary Advertising MAG" shall mean an amount equal to (x) the Advertising MAG as adjusted for the applicable Agreement Year as provided in Section 4.1.2(e) of the Agreement multiplied by (y) the Recovery Ratio (as defined below) for the applicable Agreement Year.

(d) "Temporary Sponsorship MAG" shall mean an amount equal to (x) the Sponsorship MAG as adjusted for the applicable Agreement Year as provided in Section 4.1.2(e) of the Agreement multiplied by (y) the Recovery Ratio for the applicable Agreement Year.

(e) "Recovery Ratio" means the ratio for the applicable Agreement Year as set forth below, provided, however, that in no event shall the Recovery Ratio be greater than 1.0. The Recovery Ratio for a given Agreement Year is the ratio of (x) the total number of passenger enplanements in the commercial airline terminals at the Airport for the Comparison Enplanement Period (as defined below) to (y) the total number of passenger enplanements in the commercial airline terminals at the Airport for the Base Enplanement Period (as defined below) (it being understood however that in no event shall the Recovery Ratio be greater than 1.0). For purposes of the Recovery Ratio, the "Comparison Enplanement Period" shall be the twelve (12) month period from March through February immediately preceding the applicable Agreement Year. For purposes of the Recovery Ratio, the "Base Enplanement Period" shall be the twelve (12) month period beginning March 1, 2019 and ending February 29, 2020. For purposes of illustration and the avoidance of doubt, the Comparison Enplanement Period for calculating the Recovery Ratio for the Agreement Year beginning July 1, 2023 and ending June 30, 2024 is the period beginning March 1, 2022 and ending February 28, 2023; and the Comparison Enplanement Period for calculating the Recovery Ratio for the Agreement Year beginning July 1, 2024 and ending June 30, 2025 is the period beginning March 1, 2023 and ending February 29, 2024. For purposes of determining the Recovery Ratio, passenger enplanements shall be as reported in the LAWA Passenger Traffic Comparison By Terminal Report on the LAWA website.

(f) "Complete Recovery" shall mean the first occurrence following the Base Enplanement Period in which the total number of passenger enplanements in the commercial airline terminals at the Airport for the Comparison Enplanement Period is at least one hundred percent (100%) of the total number of passenger enplanements in the commercial airline terminals at the Airport for the Base Enplanement Period (i.e., the Recovery Ratio has reached 1.0 for the first time since the Base Enplanement Period).

Section 2 – Change of Annual Period for Calculation of Base Fees. In order to implement the MAG suspension and temporary adjustment provisions of this Fifth Amendment, the annual period for the calculation of the Base Fees (including the calculation of the Advertising MAG, the Advertising Percentage Fees, the Sponsorship MAG and the Sponsorship Percentage Fees) under Article IV of the Agreement is being amended by this Section 2, effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Term, to be the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (instead of the current annual period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>). Accordingly, effective for the period beginning July 1,

2021 and continuing thereafter through the end of the Term (including any Extension Term), the term "Agreement Year" as used in the Agreement is hereby amended to mean each twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> (including any portion of an Agreement Year in which the expiration or earlier termination of the Term occurs). As the result of the foregoing amendment to the term Agreement Year, the calculation of the Base Fees for the period beginning January 1, 2021 and ending June 30, 2021 will be for such 6-month period instead of an annual period, and TMO hereby acknowledges and agrees that the amount of the Base Fees payable for such 6-month transition period beginning January 1, 2021 and ending June 30, 2021 is calculated and payable in the amount of the Advertising Percentage Fees and Sponsorship Percentage Fees for such period. Notwithstanding the foregoing amendment to the term Agreement Year, the length of the Term shall not be changed (i.e., the foregoing amendment to the term "Agreement Year" shall not change the current December 31, 2025 Expiration Date of the Agreement). For any final fractional Agreement Year at the end of the Term, applicable annual amounts used in the calculation of the Base Fees will be appropriately prorated based on the number of months in such final fractional Agreement Year.

Section 2.1. As the result of the foregoing amendment to the term Agreement Year, the time period for the annual update of the Business and Operations Plan under Section 3.2 of the Agreement shall be changed as set forth in this Section 2.1. Within thirty (30) days following the Effective Date, TMO shall submit to City for approval TMO's proposed updated Business and Operations Plan for the July 1, 2021 through June 30, 2022 Agreement Year. For subsequent Agreement Years, TMO shall submit its proposed updated Business and Operations Plan to City for approval no later than May 1st immediately preceding the Applicable Year (i.e., no later than two (2) months prior to the commencement date of the applicable Agreement Year).

Section 3 – Amendment to Agreement Section 4.1.2(e) for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Term, Section 4.1.2(e) of the Agreement is hereby amended and restated to read in its entirety as follows:

“(e) CPI Adjustment. The amounts of each of the Advertising MAG and the Sponsorship MAG shall be increased (but not decreased) on each July 1<sup>st</sup>, commencing with July 1, 2022 and continuing on each July 1<sup>st</sup> thereafter during the Term, to an amount equal to the Advertising MAG or the Sponsorship MAG, as applicable, for the prior Agreement Year multiplied by a fraction, the numerator of which shall be the CPI for the month of June immediately prior to the applicable Agreement Year and the denominator for which shall be the CPI for the month of June that is 12 months prior thereto. For purposes of clarity and illustrating the foregoing CPI increase provision, for the Agreement Year beginning July 1, 2022, the Advertising MAG and the Sponsorship MAG for the prior Agreement Year will be multiplied by a fraction, the numerator of which shall be the CPI for the month of June 2022 and the denominator for which shall be the CPI for the month of June 2021; and for the Agreement Year beginning July 1, 2023, the Advertising MAG and the Sponsorship MAG for the prior Agreement Year will be multiplied by a fraction, the numerator of which shall be the CPI for the month of June 2023 and the denominator for which shall be the CPI for the month of June 2022.”



Section 4 – Amendment to Payment Definition Term “Advertising MAG” for the Period Beginning July 1, 2021 and Thereafter. Effective for the Agreement Year beginning July 1, 2021 and continuing thereafter through the end of the Term, the definition of the term “Advertising MAG” as set forth in Section 4.1.4 of the Agreement is hereby amended and restated to read in its entirety as follows:

““Advertising MAG” shall mean, for any period, the greater of (i) twenty-five million dollars (\$25,000,000), adjusted annually as provided in Section 4.1.2(e), or (ii) 85% of the Advertising Percentage Fees due in the prior Agreement Year.”

Section 5 – Amendment to Payment Definition Term “Sponsorship MAG” for the Period Beginning July 1, 2021 and Thereafter. Effective for the Agreement Year beginning July 1, 2021 and continuing thereafter through the end of the Term, the definition of the term “Sponsorship MAG” as set forth in Section 4.1.4 of the Agreement is hereby amended and restated to read in its entirety as follows:

““Sponsorship MAG” shall mean, for any period, the greater of (i) five million nine hundred thousand dollars (\$5,900,000) adjusted annually as provided in Section 4.1.2(e), or (ii) 85% of the Sponsorship Percentage Fees due in the prior Agreement Year.”

Section 6 – Amendment to Payment Definition Term “Sponsorship Percentage Fees” for the Period Beginning July 1, 2021 and Thereafter. Effective for the Agreement Year beginning July 1, 2021 and continuing thereafter through the end of the Term, the definition of the term “Sponsorship Percentage Fees” as set forth in Section 4.1.4 of the Agreement is hereby amended and restated to read in its entirety as follows:

““Sponsorship Percentage Fees” shall mean the sum of:

(x) An amount equal to twenty-five percent (25%) of Adjusted Sponsorship Gross Revenues up to five million nine hundred thousand dollars (\$5,900,000) (the “*Tier 1 Sponsorship Level*”), adjusted annually as provided in Section 4.1.2(e); plus

(y) An amount equal to sixty-five percent (65%) of Adjusted Sponsorship Gross Revenues of greater than five million nine hundred thousand (\$5,900,000) (the “*Tier 2 Sponsorship Level*” and, with the Tier 1 Sponsorship Level, the “*Sponsorship Levels*”), adjusted annually as provided in Section 4.1.2(e).”

Section 7 – Amendment to Agreement Section 4.11.1 for the Period Beginning July 1, 2021 and Thereafter. Effective for the period beginning July 1, 2021 and continuing thereafter through the end of the Term, the date for the annual adjustment to the FPG Amount under Section 4.11.1 of the Agreement shall be July 1st (instead of January 1st).

Section 8 – Conditions to MAG Suspension and Temporary Adjustment Provisions. TMO’s eligibility to receive the benefits of the MAG suspension, temporary adjustment and fee credit provisions set forth in Sections 9, 10, 11 and 12 of this Fifth Amendment are conditioned upon the satisfaction of the conditions set forth in Sections 8.1, 8.2, and 8.3 below. If any of such

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conditions fail to be satisfied as to TMO, then Sections 9, 10, 11 and 12 of this Fifth Amendment shall not apply nor have any force or effect with respect to TMO. TMO shall immediately notify City of the failure of any of such conditions. TMO's payment of reduced fees or acceptance of a fee credit pursuant to such Sections shall be deemed a representation to City that these conditions have been and continue to be fulfilled.

Section 8.1. TMO has not received and is not receiving a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward the Advertising MAG or the Sponsorship MAG (or any element thereof). TMO shall cooperate with City to confirm compliance with any audit to confirm compliance with applicable law including but not limited to American Rescue Plan Act ("ARPA").

Section 8.2. TMO continues to comply with its obligations under Section 3(a) of the Third Amendment.

Section 8.3. TMO must consent to and approve of City's calculation of fund allocations under the ARPA as described in Section 12 below.

Section 9 – MAG Suspension for the Agreement Year Beginning July 1, 2021 and ending June 30, 2022. Subject to Section 8 above, notwithstanding Section 4.1.1(d) of the Agreement, during the MAG Suspension Year, there shall be no Advertising MAG and no Sponsorship MAG. For clarity and avoidance of doubt, TMO shall be obligated to pay Advertising Percentage Fees and Sponsorship Percentage Fees during the MAG Suspension Year. Further, during the MAG Suspension Year, Advertising Percentage Fees and Sponsorship Percentage Fees shall be calculated and payable on a current monthly basis no later than twenty (20) days following the end of each month.

Section 10 – Temporary MAG for the Agreement Year Beginning July 1, 2022 and Ending June 30, 2023. Subject to Section 8 above and notwithstanding Section 4.1.1(d) of the Agreement, the Base Fees payable by TMO for the MAG Adjustment Year shall be an amount equal to the greater of: (A) the sum of (x) the greater of (i) the Temporary Advertising MAG for such Agreement Year or (ii) the Advertising Percentage Fees for such Agreement Year, plus (y) the greater of (i) the Temporary Sponsorship MAG for such Agreement Year, or (ii) the Sponsorship Percentage Fees for such Agreement Year, plus (z) the Emerging Media Fees for such Agreement Year; or (B) eighty-five percent (85%) of the actual Base Fees payable for the prior Agreement Year. On or before the first day of each month during the MAG Adjustment Year, as the minimum monthly installment of MAG, TMO shall pay to the City not less than the greater of: (A) one-twelfth (1/12) of the sum of the Temporary Advertising MAG plus the Temporary Sponsorship MAG for the MAG Adjustment Year; or (B) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Fees payable for the prior Agreement Year.

Section 11 – Temporary MAG for Agreement Year Beginning July 1, 2023 Until Complete Recovery. Subject to Section 8 above and notwithstanding Section 4.1.1(d) of the Agreement, commencing with the July 1, 2023 to June 30, 2024 Agreement Year and continuing until Complete Recovery, the Base Fees payable by TMO shall be an amount equal to the greater of: (A) the sum of (x) the greater of (i) the Temporary Advertising MAG for such Agreement Year or



(ii) the Advertising Percentage Fees for such Agreement Year, plus (y) the greater of (i) the Temporary Sponsorship MAG for such Agreement Year, or (ii) the Sponsorship Percentage Fees for such Agreement Year, plus (z) the Emerging Media Fees for such Agreement Year; (B) the sum of the Temporary Advertising MAG plus the Temporary Sponsorship MAG for the prior Agreement Year; or (C) eighty-five percent (85%) of the actual Base Fees payable for the prior Agreement Year. On or before the first day of each month during the each such Agreement Year until Complete Recovery, as the minimum monthly installment of MAG, TMO shall pay to the City not less than the greater of: (A) one-twelfth (1/12) of the sum of the Temporary Advertising MAG plus the Temporary Sponsorship MAG for such Agreement Year; (B) one-twelfth (1/12) of the sum of the Temporary Advertising MAG plus the Temporary Sponsorship MAG for the prior Agreement Year; or (C) one-twelfth (1/12) of eighty-five percent (85%) of the actual Base Fees payable for the prior Agreement Year. For clarity and avoidance of doubt, for Agreement Years following the occurrence of a Complete Recovery, the provisions of this Section 11 shall be of no further force or effect.

Section 12 – American Rescue Plan Act Credit. Subject to Section 8 above, to the extent that City receives funds under the ARPA, City shall allocate such funds among its concessionaires in accordance with the provisions of the ARPA (including, but not limited to, Section 7102(b)(4)(C) of the ARPA). City shall calculate the amount of relief applied to each concessionaire as the difference between rents or fees paid and the amount of rents or fees that would be due if MAG was not suspended or reduced pursuant to Sections 9 through 11 above. Commencing July 1, 2022 until the earlier of Complete Recovery or June 30, 2024 (“ARPA Completion Date”), City will notify TMO annually of the amount of ARPA funds applied to date. If City determines that TMO has not depleted its allocation of ARPA funding as of the ARPA Completion Date, then City shall provide TMO a fee credit for the unused balance of TMO’s ARPA fund allocation.

Section 13 – Determinations Relating to Passenger Enplanements. The determination of the total number of passenger enplanements in the commercial airline terminals at the Airport for any given period shall be made by the Chief Executive Officer, and such determination by the Chief Executive Officer shall be deemed binding and conclusive on TMO. The parties acknowledge that the Chief Executive Officer has determined that the total number of passenger enplanements in the commercial airline terminals at the Airport for the Base Enplanement Period was 42,632,423.

Section 14 – References to Chief Executive Officer. The parties acknowledge that the Executive Director of the City of Los Angeles Department of Airport is presently referred to as the Chief Executive Officer. Accordingly, the use of the term the “Chief Executive Officer” in this Fifth Amendment shall be deemed to mean the Executive Director of the Department of Airports of the City of Los Angeles (or the person or persons designated by the Executive Director to take a specified action on behalf of the Executive Director).

Section 15 – TMO’s Representations. As a material inducement to City’s entering into this Fifth Amendment, TMO hereby represents, warrants and covenants to City as follows: (1) City is not in default in the performance of any of the terms or provisions of the Agreement; (2) there exists no unresolved disputes or claims by TMO in connection with the Agreement; (3) TMO

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neither has nor claims any defenses, setoffs or credits against the payment of Fees payable under the Agreement; and (4) City shall be entitled to rely on the accuracy of the foregoing representations, warranties and covenants, and TMO hereby releases City from any claims relating to the foregoing matters.

Section 16 – Miscellaneous. This Fifth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fifth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Fifth Amendment had been delivered that had been signed using a handwritten signature. All parties to this Fifth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fifth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fifth Amendment based on the foregoing forms of signature. If this Fifth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 17 – Full Force and Effect. Except as amended and modified as set forth in this Fifth Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

ALD G

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed on its behalf by the Chief Executive Officer, or his or her authorized signatory, and TMO has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

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

Date: 10/29/21

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

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

**ATTEST:**

**JCDECAUX AIRPORT, INC.**

By: M. D. Baily  
Name: Merrine D Baily  
Title: Secretary & General Counsel

By: \_\_\_\_\_  
Name: Clement Tesniere  
Title: CO-CEO Chief Financial Officer



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