

**FIFTH AMENDMENT
TO THE NON-EXCLUSIVE CONCESSION AGREEMENT (LAA-8862)
BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND BOINGO WIRELESS INC.
FOR WIRELESS FIDELITY (WI-FI) INTERNET ACCESS SERVICE AT LAX**

THIS FIFTH AMENDMENT TO THE NON-EXCLUSIVE CONCESSION AGREEMENT (this “Fifth Amendment”) is made and entered into this _____ day of _____, 2023 (the “Effective Date”) between the City of Los Angeles, acting by and through its Board of Airport Commissioners (“Board”) of its Department of Airports (Los Angeles World Airports or “LAWA”), and BOINGO WIRELESS INC. “Concessionaire”).

R E C I T A L S

WHEREAS, on June 4, 2015, the Board approved the award of a seven-year, Non-Exclusive Concession Agreement to Concessionaire to upgrade, manage, and operate the Wi-Fi network at Los Angeles International Airport (“LAX”) for estimated revenue of \$5,900,000 over the term (Contract LAA-8862).

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

WHEREAS, on May 21, 2020, due to a decline in revenue resulting from COVID-19 travel restrictions, the Board approved the Second Amendment to Concession Agreement LAA-8862 with Boingo Wireless, Inc. including revised payment terms allowing Boingo to pay Los Angeles World Airports (LAWA) monthly payments of fifty percent (50%) of gross revenue for April, May, and June 2020 instead of the Base Annual Fee. (LAA-8862B)

WHEREAS, on March 4, 2021, due to a decline in revenue resulting from COVID-19 travel restrictions, the Board approved the Third Amendment to Concession Agreement LAA-8862 with Boingo Wireless, Inc. including revised payment terms allowing Boingo to pay the lower of 40 percent of gross revenues or 1/12th of the Base Annual Fee for the rent relief period ending June 30, 2021. (LAA-8862C)

WHEREAS, on June 2, 2022, the Board approved the Fourth Amendment to Concession Agreement LAA-8862 with Boingo Wireless, Inc. to extend the term until December 31, 2023, to allow LAWA to complete the RFP procurement process and ensure uninterrupted Wi-Fi service until a new agreement could be awarded and executed, and a new system implemented. (LAA-8862D)

WHEREAS, LAWA requires additional time to complete the RFP procurement process and ensure uninterrupted Wi-Fi service until a new agreement can be awarded and executed and a

new system implemented.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, **IT IS MUTUALLY AGREED** as follows.

AMENDMENTS

Section 1. Section 2.2 Termination Date is hereby deleted in its entirety and replaced with the following:

2.2 Termination Date. The Termination Date of the Agreement is June 30, 2025, subject however, to earlier termination as provided elsewhere in this Agreement, including but not limited to, LAWA's right to unilaterally cancel the Agreement after year five subject to a buy-out of undepreciated Qualified Investments as set forth below.

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

Section 3. **No Third-Party Beneficiaries.** No provisions of the Agreement or this Fifth Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This Fifth Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 4. **Governing Law; Interpretation.** This Fifth Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this Fifth Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Fifth Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this Fifth Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Fifth Amendment shall not be affected thereby, and each provision of this Fifth Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 5. **Counterparts.** This Fifth Amendment and any other document necessary for the consummation of the transaction contemplated by 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 associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby

acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this 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.

IN WITNESS WHEREOF, City has caused this Fifth Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by its duly authorized officers, all as of the day and year First herein above written.

APPROVED AS TO FORM:
Haydee Feldstein Soto, City Attorney

CITY OF LOS ANGELES

Date: _____

By _____

By: _____

Chief Executive Officer

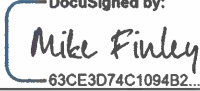
Deputy/Assistant City Attorney

Department of Airports

ATTEST:

BOINGO WIRELESS, INC.

By  _____
Secretary (Signature)

By  _____
Signature

Peter Hovenier

Mike Finley

Print Name

Print Name

[SEAL]