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Item Number
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Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:  Dave Jones (Oct 13, 2023 08:01 PDT) Dave Jones, Deputy Executive Director Commercial Development Division	Meeting Date 10/19/2023																									
	Needs Council Approval: <input checked="" type="checkbox"/> Y																									
Reviewer:  Brian C. Ostler, City Attorney	<table border="1"> <thead> <tr> <th>Reviewed for/by</th> <th>Date</th> <th>Approval Status</th> <th>By</th> </tr> </thead> <tbody> <tr> <td>Finance</td> <td>10/2/2023</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> NA</td> <td>JS</td> </tr> <tr> <td>CEQA</td> <td>10/2/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>MO</td> </tr> <tr> <td>Procurement</td> <td>10/2/2023</td> <td><input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond</td> <td>BG</td> </tr> <tr> <td>Guest Experience</td> <td>10/3/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>TB</td> </tr> <tr> <td>Strategic Planning</td> <td>10/2/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>BNZ</td> </tr> </tbody> </table>		Reviewed for/by	Date	Approval Status	By	Finance	10/2/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS	CEQA	10/2/2023	<input checked="" type="checkbox"/> Y	MO	Procurement	10/2/2023	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	BG	Guest Experience	10/3/2023	<input checked="" type="checkbox"/> Y	TB	Strategic Planning	10/2/2023	<input checked="" type="checkbox"/> Y	BNZ
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 Beatrice Hsu, Interim Chief Executive Officer																										

SUBJECT

Request to approve the proposed Amendments to certain ten Rental Car Concession Agreements at Los Angeles International Airport to extend the term for 12 months, with one six-month option.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

- ADOPT the Staff Report.
- DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines.
- APPROVE the Eighth Amendments to the following nine concession agreements: the Hertz Corporation (LAA-8136); Avis Rent-A-Car System, LLC (LAA-8137); Budget Rent-A-Car System, Inc. (LAA-8138); Alamo Rental (US) LLC (LAA-8139); National Rental (US) LLC (LAA-8140); DTG Operations, Inc. dba Dollar Rent-A-Car (LAA-8141); Enterprise Rent-A-Car Company of Los Angeles, LLC (LAA-8142); Fox Rent-A-Car, Inc. (LAA-8143); and DTG Operations, Inc. dba Thrifty Car Rental (LAA-8144); and the Fifth Amendment to concession agreement with Sixt Rent-A-Car, LLC (LAA-8870), as referenced in the report. Altogether, there are 10 concession agreements to be amended.
- AUTHORIZE the Interim Chief Executive Officer, or designee, to execute the amendments after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

Staff requests approval of the proposed amendments to the Rental Car (RAC) Concession Agreements (on-airport RACs) at Los Angeles International Airport (LAX) to extend the contract term to allow the on-airport RACs to continue to operate until each RAC commences operation in the new Consolidated Rent-A-Car Facility (ConRAC).

2. Prior Related Actions/History of Board Actions

- **January 21, 2003 – Board Order No. A0-4844**
The Board of Airport Commissioners (Board) approved award of concession agreements between Los Angeles World Airports (LAWA) and 10 rental car companies at Los Angeles International Airport as follows: Avis Rent-A-Car System, LLC (f/k/a Avis Rent-A-Car System, Inc.) (LAA-8137); Alamo Rental (US), LLC (f/k/a Alamo Rental [US] Inc. and Alamo Rent-A-Car LLC) (LAA-8139); Budget Rent-A-Car System, Inc. (LAA-8138); National Rental (US) LLC (f/k/a National Rental [US] Inc. and National Car Rental System, Inc.) (LAA- 8140); DTG Operations, Inc. dba Dollar Rent-A-Car (LAA-8141); DTG Operations, Inc. dba Thrifty Car Rental (assignees to T.C.R.L.P.'s agreement) (LAA-8144); Enterprise Rent-A-Car Company of Los Angeles, LLC (LAA-8142); The Hertz Corporation (LAA-8136); Fox Rent-A-Car, Inc. (LAA-8143); and Simply Wheelz, LLC dba Advantage Rent-A-Car (assignee to Coast Leasing Corp.'s agreement) (LAA-8145) commencing February 1, 2003, and expiring on January 31, 2008.
- **December 3, 2007 – Board Order No. A0-5090**
The Board approved the First Amendment to extend the term of the agreements to January 31, 2010, and add additional provisions.
- **December 21, 2009 – Board Order No. A0-5153**
The Board approved the Second Amendment to extend the terms of the agreements, as amended, to January 31, 2015, and add additional provisions.
- **January 15, 2015 – Resolution No. 25615**
The Board approved a Third Amendment to 10 existing RAC concession agreements to extend the term of the agreements through January 31, 2018, plus two one-year extension options exercisable by Los Angeles World Airports.
- **July 16, 2015 – Resolution No. 25760**
The Board approved award of concession agreements to DR Car Rental, Inc.; Midway Rent-A-Car, Inc.; and Sixt Rent-A-Car, LLC expiring on January 31, 2018, with two one-year extension options exercisable by Los Angeles World Airports for operation of rental car concessions.
- **November 21, 2019 – Resolution No. 26889**
The Board approved amendments to 10 concession agreements to extend the term for up to four years and update provisions.
- **April 16, 2020 – Resolution No. 27003**
The Board approved the First Letter Agreements for the Concessionaire Relief

Program amending concession agreements.

- **October 21, 2020 – Resolution No. 27118**
The Board approved the Second Letter Agreements for the Concessionaire Relief Program amending concession agreements.
- **December 3, 2021 – Resolution No. 27362**
The Board approved the Seventh Amendments to the following nine concession agreements: the Hertz Corporation (LAA-8136); Avis Rent-A-Car System, LLC (LAA-8137); Budget Rent-A-Car System, Inc. (LAA-8138); Alamo Rental (US) LLC (LAA-8139); National Rental (US) LLC (LAA-8140); DTG Operations, Inc. dba Dollar Rent-A-Car (LAA-8141); Enterprise Rent-A-Car Company of Los Angeles, LLC (LAA-8142); Fox Rent-A-Car, Inc. (LAA-8143); and DTG Operations, Inc. dba Thrifty Car Rental (LAA-8144); and the Fifth Amendment to concession agreement with Sixt Rent-A-Car, LLC (LAA-8870) to establish a consistent period to recalculate the Minimum Annual Guarantee amounts and sustainably reintroduce Minimum Annual Guarantee rent provisions.

3. Background

There are two types of rental car agreements at LAX: (a) Non-Exclusive Concession Agreements, which authorize on-airport RACs (Avis/Budget, Hertz/Dollar/Thrifty, Enterprise/Alamo/National, Fox, and Sixt) to transport their customers to and from their locations and the Central Terminal Area (CTA) with their company shuttles; and (b) Non-Exclusive License Agreements (NELA), which authorize off-airport rental car companies to operate at LAX, but require these companies to pick up their customers from the Remote Rental Car Depot located on Century Boulevard, approximately 0.9 miles east of the CTA.

There are currently 10 active on-airport RAC Non-Exclusive Concession Agreements. The agreements were extended in 2019 to terminate on the earlier of (a) the ConRAC Date of Beneficial Occupancy (DBO) or (b) January 30, 2024. At the time these agreements were extended, it was believed that the ConRAC would be open before January 30, 2024.

4. Current Action/Rationale

The opening of the ConRAC has been delayed beyond January 30, 2024. Therefore, the existing Non-Exclusive Concession Agreements will expire prior to the opening of the ConRAC. To allow on-airport RACs to continue their current operations until they relocate to the new ConRAC, staff propose amending the Non-Exclusive Concession Agreements to terminate on the earlier of (a) the ConRAC Date of Beneficial Occupancy or (b) January 30, 2025, with one six-month extension option.

Upon opening of the ConRAC, the existing on-airport Non-Exclusive Concession Agreements will terminate, and the new Concession and Lease Agreements, which were executed in 2018, will commence. These new Concession and Lease Agreements govern all lease and concession terms for operations in the new ConRAC.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Deliver Facilities & Guest Experiences that are Exceptional: Plan collaboratively to improve guest services while*

delivering capital improvements. This action will ensure rental car services remain available without interruption to all airport guests until the ConRAC DBO is reached while continuing to provide a dependable source of revenue to LAWA.

5. Fiscal Impact

The 10 Concessionaire RACs currently account for approximately 96 percent of all rental car gross revenues at LAWA and are estimated to generate similar metrics for the duration of the one-year extension.

6. Alternatives Considered

- **Take No Action**

Taking no action would result in the rental car concession agreements terminating prior to ConRAC DBO, creating a gap in contract coverage for rental car services to be provided to airport guests, and negatively impacting the guest experience.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

1. The issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities or its operations is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606.
4. Concessionaires are required by contract to comply with the provisions of the Living Wage Service Contractor Worker Retention Ordinances.
5. Procurement Services Division has reviewed this action (File #6985) and established a 3.4 percent Airport Concessions Disadvantages Business Enterprise (ACDBE) goal for these contracts.
6. Concessionaires are required by contract to comply with the provisions of the Affirmative Action Program.
7. Concessionaires have been assigned a Business Tax Registration Certificate number.
8. Concessionaires are required by contract to comply with the provisions of the Child Support Obligations Ordinance.

9. Concessionaires must have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports prior to execution of the Amendments.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. Concessionaires have submitted the Contractor Responsibility Program Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Concessionaires have been determined by Public Works, Office of Contract Compliance, to be in compliance with the provisions of the Equal Benefits Ordinance.
13. Concessionaires will be required to comply with the provisions of the First Source Hiring Program for all non-trade Airport jobs.
14. Concessionaires will comply with the provisions of the Bidder Contributions CEC Form 55.
15. Concessionaires will comply with the provisions of the MLO Bidder Contributions CEC Form 50.
16. This item is not subject to the provisions of the Iran Contracting Act.

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8136**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and The Hertz Corporation (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “Airport” or “LAX”) dated February 1, 2003 (LAA-8136) which has since been amended (as amended, the “Agreement”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

By Lesley Costello
(Signature)

Lesley Costello
(Print Name)

Asst. General Counsel
(Print Title)

THE HERTZ CORPORATION

By Joshua Blum
(Signature)

Joshua Blum
(Print Name)

Vice President, Real Estate & Concessions
(Print Title)

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8137**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and Avis Rent A Car System, LLC (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “**Airport**” or “**LAX**”) dated February 1, 2003 (LAA-8137) which has since been amended (as amended, the “**Agreement**”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

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THE GREATER OF:

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OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

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5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

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- For the period of July 2022 through June 2023; and
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In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in

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CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

By: 
(Signature)

Paul Gallagher
(Print Name)

Assistant Secretary
(Print Title)

Avis Rent A Car System, LLC

By: 
(Signature)

Robert Boueta
(Print Name)

Authorized Signatory
(Print Title)

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4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

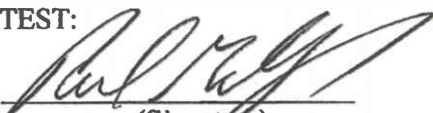
CITY OF LOS ANGELES

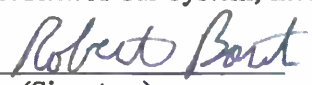
By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:
By 
(Signature)
Paul Gallagher
(Print Name)
Assistant Secretary
(Print Title)

Budget Rent A Car System, Inc.
By 
(Signature)
Robert Barta
(Print Name)
Authorized Signatory
(Print Title)

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8139**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and Alamo Rental (US) LLC (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “Airport” or “LAX”) dated February 1, 2003 (LAA-8139) which has since been amended (as amended, the “Agreement”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

By _____
(Signature)

(Print Name)

(Print Title)

Alamo Rental (US) LLC

By 
(Signature)

SCOTT CLEMMAN

(Print Name)

V.P. / G.M.

(Print Title)

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8140**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and National Rental (US) LLC (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “**Airport**” or “**LAX**”) dated February 1, 2003 (LAA-8140) which has since been amended (as amended, the “**Agreement**”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

By _____
(Signature)

(Print Name)

(Print Title)

National Rental (US) LLC

By 
(Signature)


(Print Name)


(Print Title)

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8141**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and DTG Operations, Inc. dba Dollar Rent A Car (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “Airport” or “LAX”) dated February 1, 2003 (LAA-8141) which has since been amended (as amended, the “Agreement”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

By Lesley Costello
(Signature)

Lesley Costello
(Print Name)

Asst. General Counsel
(Print Title)

DTG Operations, Inc. dba Dollar Rent A Car

By Joshua Blum
(Signature)

Joshua Blum
(Print Name)

Vice President, Real Estate & Concessions
(Print Title)

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8142**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and Enterprise Rent A Car Company of Los Angeles, LLC (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “Airport” or “LAX”) dated February 1, 2003 (LAA-8142) which has since been amended (as amended, the “Agreement”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

ENTERPRISE RENT-A-CAR COMPANY
OF LOS ANGELES, LLC

By _____
(Signature)

By _____
(Signature)

(Print Name)

SCOTT CLEMMER

(Print Name)

(Print Title)

V.P./G.M.

(Print Title)

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8143**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and Fox Rent A Car, Inc. (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “**Airport**” or “**LAX**”) dated February 1, 2003 (LAA-8143) which has since been amended (as amended, the “**Agreement**”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

By Paul Hemmert
(Signature)

Paul Hemmert
(Print Name)

Director of Airport Relations and Property Management
(Print Title)

Fox Rent A Car, Inc.
By Gerardo Bermejo
(Signature)

Gerardo Bermejo
(Print Name)

Managing Director
(Print Title)

**EIGHTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8144**

This Eighth Amendment to Non-Exclusive Concession Agreement (“Eighth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and DTG Operations, Inc. dba Thrifty Car Rental (“Concessionaire”). Certain terms used in this Eighth Amendment and not defined elsewhere in the text of this Eighth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “Airport” or “LAX”) dated February 1, 2003 (LAA-8144) which has since been amended (as amended, the “Agreement”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Eighth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3(a)(4) of the Agreement is hereby deleted and replaced in its entirety as follows:

“(4) Fourth Term. Except as provided in this Agreement, the fourth term of this Agreement shall be effective from February 1, 2015 and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term (and accordingly the Fourth Term) by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Eighth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Eighth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. This Eighth Amendment and any other document necessary for the consummation of the transaction contemplated by this Eighth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Eighth 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 agreement had been delivered that had been signed using a handwritten signature. All parties to this Eighth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Eighth 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 Eighth Amendment based on the foregoing forms of signature. If this Eighth 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

DTG Operations, Inc. dba Thrifty Car
Rental

By Lesley Costello
(Signature)

By [Signature]
(Signature)

Lesley Costello
(Print Name)

Joshua Blum
(Print Name)

Asst. General Counsel
(Print Title)

Vice President, Real Estate & Concessions
(Print Title)

**FIFTH AMENDMENT TO
NON-EXCLUSIVE CONCESSION AGREEMENT NO. LAA-8870**

This Fifth Amendment to Non-Exclusive Concession Agreement (“Fifth Amendment”) is made and entered into as of _____, 2023 by and between the City of Los Angeles, a municipal corporation (“City”), acting by order of and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), and Sixt Rent A Car, LLC (“Concessionaire”). Certain terms used in this Fifth Amendment and not defined elsewhere in the text of this Fifth Amendment, are used with the meanings specified in the Concession Agreement (defined below).

RECITALS

WHEREAS, City and Concessionaire entered into a Non-Exclusive Concession Agreement for the operation of a rental car concession at Los Angeles International Airport (the “**Airport**” or “**LAX**”) dated August 11, 2015 (LAA-8870) which has since been amended (as amended, the “**Agreement**”); and

WHEREAS, City, as owner and operator of the Airport, and Concessionaire wish to enter into this Fifth Amendment to extend the term of the Agreement to align with the anticipated operational date of the consolidated rental car facility and the automated people mover and agreeing to other terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

1. Section 3 of the Agreement is hereby deleted and replaced in its entirety as follows:

“Sec. 3. Except as provided in this Agreement, the fourth term of this Agreement shall commence on August 11, 2015 (“Commencement Date”) and shall terminate on January 30, 2025 (the “Fourth Term”), unless earlier terminated in accordance with the terms of this Agreement. City shall have the option to extend the term by exercising one (1) six month extension of this Agreement at the sole discretion of the CEO, subject, however, to such earlier termination as herein provided.”

2. The phrase “, and together with Modified Contract Year 1 Concession Fees and Modified Contract Year 2 Concession Fees, “Modified Concession Fees” in Section 4(b)(3)c of the Agreement shall be deleted in its entirety.

3. Section 4(b)(3)d of the Agreement is hereby deleted and replaced in its entirety as follows:

“For the period of July 2024 through the end of the Term (“Modified Contract Year 4”),
THE GREATER OF:

- A Minimum Annual Guarantee of the greater of (i) ninety percent (90%) of ten percent (10%) of the Gross Revenue of Concessionaire and its Affiliate(s) derived from any Airport concession agreement rental car operations during the twelve (12) month period from March of the previous year through February of the current year, or (ii) \$730,000

OR

- ten percent (10%) of total Gross Revenue derived from the operations of Concessionaire and its Affiliate(s) authorized hereunder during the period of Modified Contract Year 4 (“Modified Contract Year 4 Concession Fees,” and together with Modified Contract Year 1 Concession Fees, Modified Contract Year 2 Concession Fees, and Modified Contract Year 3 Concession Fees, “Modified Concession Fees”).”

4. A new Section 4(b)(3)e shall be added after Section 4(b)(3)d of the Agreement as follows:

“Attached hereto as Exhibit B is an illustrative example of compensation payable by Concessionaire for Modified Contract Year 1.”

5. Section 4(f)(3)(i) of the Agreement shall be amended and restated as follows:

“(i) Notwithstanding Section 4(f)(3) above, during the Final Period, the monthly payments of one twelfth (1/12) of the Minimum Annual Guarantee and the Modified Concession Fees shall be subject to adjustment at the end of each twelve month period ending June 2022 through June 2024 and the end of the Term such that, at the end of June 2022 through June 2024 and the end of the Term, Concessionaire shall have paid to City the greater of Concessionaire’s and its Affiliate(s)’ annual Modified Concession Fees or Concessionaire’s Minimum Annual Guarantee as calculated pursuant to Section 4(b)(3) for such applicable period; *provided, however*, if the payment pursuant to Section 4(b)(3)d is shorter than twelve months due to the end of the Term, the payment for such period shall be subject to adjustment at the end of such applicable period such that Concessionaire shall have paid to City the greater of Concessionaire and its Affiliate(s)’ Modified Concession Fees or a pro rata share of Concessionaire’s Minimum Annual Guarantee for such applicable period.¹”

6. Section 4(i)(1) of the Agreement shall be amended and restated as follows:

“(1) Notwithstanding Section 4(i) above, during the Final Period, Concessionaire shall submit the audited statements required under Section 4(i) for the following periods, which audited statements shall be due within 60 days following the end of each applicable period:

- For the period of February 2021 through June 2022; and
- For the period of July 2022 through June 2023; and
- For the period of July 2023 through June 2024; and
- For the period of July 2024 through the end of the Term.

In the event the end of the Term creates a final period of less than twelve months, the Concessionaire's Minimum Annual Guarantee will be pro-rated for the final audit based on the percentage of overall revenue those months represented in the previous audit year."

7. Miscellaneous.

7.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Fifth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Agreement, and except as expressly amended herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

7.2. This Fifth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.3. 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 associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this 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 agreement 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.

[signature page follows]

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

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Los Angeles World Airports

Approved as to Form:
Hydee Feldstein Soto, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:

By: 
7885A3021F854E4
(Signature)

Agustina Buedo-Castellanos

(Print Name)

Corporate Counsel

(Print Title)

Sixt Rent A Car, LLC

By: 

(Signature)

Thomas Kennedy

(Print Name)

President & CEO

(Print Title)