

**FOURTH AMENDMENT TO LOS ANGELES INTERNATIONAL AIRPORT
TERMINAL COMMERCIAL MANAGEMENT CONCESSION AGREEMENT FOR
TERMINALS 1, 3 AND 6 AT LOS ANGELES INTERNATIONAL AIRPORT BETWEEN
THE CITY OF LOS ANGELES AND URW AIRPORTS, LLC**

This Fourth Amendment to the Los Angeles International Airport Terminal Commercial Management Concession Agreement for Terminals 1, 3 and 6 at Los Angeles International Airport, between the City of Los Angeles and URW Airports, LLC (f/k/a Westfield Airports, LLC) (“**Fourth Amendment**”), is made and entered into this _____ day of _____, 2020 (“**Effective Date of Fourth Amendment**”), at Los Angeles, California by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation (hereinafter referred to as “**City**”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “**Board**”) and URW AIRPORTS, LLC (“**URW**” or “**TCM**”), a Delaware limited liability company, concerning the amendment of the Los Angeles International Airport Terminal Commercial Management Concession Agreement for Terminals 1, 3 and 6, LAA-8640, dated June 22, 2012, between the City and TCM.

RECITALS

WHEREAS, on June 22, 2012, City and URW entered into the Los Angeles International Airport Terminal Commercial Management Concession Agreement for Terminals 1, 3 and 6, LAA-8640 (as amended, the “**Agreement**”); and

WHEREAS, URW currently occupies space in Terminals 1, 3 and 6 pursuant to the Agreement; and

WHEREAS, a First Amendment to the Agreement was entered into on June 9, 2016 (“**First Amendment**”); and

WHEREAS, City and URW amended the Agreement by executing a letter dated April 22, 2020 regarding temporary rent relief due to COVID-19 (“**Second Amendment**”);

WHEREAS, City and URW amended the Agreement by that letter dated September 30, 2020 regarding temporary rent relief due to COVID-19 (“**Third Amendment**”);

WHEREAS, on May 8, 2019 City and URW entered into a “Chief Executive Officer Consent to Permitted Uses” pursuant to Sections 3.4, 3.4.1 and 3.12 of the Agreement, which was amended on October 23, 2020; and

WHEREAS, pursuant to a merger of Westfield America Inc., a Missouri corporation, with and into URW WEA, LLC, a Delaware limited liability company, URW WEA, LLC became legally liable and responsible for all of the liabilities and obligations of Westfield America, Inc., guarantor for the Agreement, by operation of law; and

WHEREAS, the parties hereto desire to amend said Agreement,

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

Amendment Section 1. Section 1.2.1, “TCM Proposals for Additional Concession Space” of the Agreement is hereby consolidated and amended and restated to read in their entirety as follows:

1.2.1 TCM Proposals for Additional Concession Space. During the Primary Term of this Agreement, TCM may submit written proposals to the Chief Executive Officer from time to time thereafter requesting that City consider making available to TCM unoccupied or otherwise unreserved space within any Facility for incorporation as a Unit into the Premises under this Agreement as additional concession space for a specific proposed Permitted Use (a “**TCM Additional Space Proposal**”).¹ City shall be under no obligation to consider any such TCM Additional Space Proposal; provided, however, in the event that City decides (in the Chief Executive Officer’s sole discretion) to thereafter make such space identified in such TCM Additional Space Proposal available for the specific Permitted Use identified in such TCM Additional Space Proposal, then City agrees to give TCM written notice of City’s intent to so make such additional concession space available for such purpose. Such written notice by City will define and specify such additional concession space and set forth any additional terms and conditions being proposed by the Chief Executive Officer with respect to the addition of such concession space as a part of the Premises under this Agreement. Following receipt of such written notice, TCM and the Chief Executive Officer shall negotiate in good faith for a period of sixty (60) days to attempt to reach mutually agreeable terms and conditions with respect to such additional concession space. Such 60-day negotiation period may be extended by the Chief Executive Officer in his or her sole discretion. Any agreement regarding such additional concession space to the Premises shall be memorialized in writing, such as by a letter agreement or similar agreement reflecting the addition of any Unit, executed by both parties and approved as to form by City Attorney, which shall reflect the proportionally adjusted Base Rent and incorporate therein the applicable amended exhibit. In the event that TCM and the Chief Executive Officer are unable to reach mutually agreeable terms and conditions within such negotiation period, then TCM shall have no right to such additional concession space, and City shall be free to offer such additional concession space to other concessionaires on such terms and conditions as the Chief Executive Officer deems appropriate or to otherwise use such additional concession space for other purposes as the Chief Executive Officer deems appropriate. TCM acknowledges that the foregoing right to first negotiation set forth in this Section 1.2.2 applies only to the specific additional concession space and the specific Permitted Use that has been previously proposed by TCM in a written TCM Additional Space Proposal submitted to City. Nothing in this Section 1.2.2 shall be construed to require City to negotiate with TCM or otherwise make available to TCM any additional concession space within any Area or elsewhere in the Facilities that is not the subject of a TCM Additional Space Proposal or that is beyond the permitted scope of a TCM Additional Space Proposal, and TCM acknowledges that City may contract directly with present and future concessionaires for such concession space within the Area or Facilities without negotiating with or otherwise offering

¹ The “Chief Executive Officer” is the same as the “Executive Director” for purposes of the Agreement.

such concession space to TCM. Without limiting the generality of the foregoing sentence, nothing in this Section 1.2.2 or in any other provision of this Agreement shall be construed to require City to negotiate with TCM or otherwise make available to TCM any additional concession space within any Area or elsewhere in the Facilities that is being made available by City for use as an Airport-wide Concession, and TCM acknowledges that City may contract directly with present and future Airport-wide Concessionaires for concession space within the Facilities without negotiating with or otherwise offering such concession space to TCM.

Amendment Section 2. The Agreement is hereby amended to add the following section 1.2.2.

1.2.2 Short-Term Concession Space - Sections 1.2.1 of the Agreement does not apply to Short-Term Concession Space, as defined and addressed in Section 3.2.2.

Amendment Section 3. Sections 2.1 and 2.2 of the Agreement are amended as follows:

Amendment Section 3.1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.1 Premises; Units; TCM Common Areas; TCM Storage Premises. The premises which are the subject of this Agreement are those premises (the “**Premises**”) that are delineated and approved by the Chief Executive Officer in a DIP Approval for an Area and delivered by City to TCM pursuant to a Delivery Notice issued by the Chief Executive Officer as provided in Article I above. No potential Premises location shall be considered a part of the Premises, unless and until such potential Premises location is delineated and approved by the Chief Executive Officer in a DIP Approval for an Area and turned over to TCM pursuant to a Delivery Notice issued by the Chief Executive Officer as provided in Article I above. Such exhibits will be amended by the CEO in accordance with exhibits approved in the DIP Approvals. The Premises will consist of Units, TCM Common Areas, and TCM Storage Premises (all as defined below). For purposes of this Agreement, the term “**Unit(s)**” means the individual concession spaces within the Premises as delineated in the DIP Approvals. Attached as Exhibit R are the Premises for concession spaces that have been approved by the Chief Executive Officer. Such exhibits will be amended by the CEO in accordance with exhibits approved in the DIP Approvals. For purposes of this Agreement, the term “**TCM Common Area(s)**” means areas located within the Premises as delineated in the DIP Approvals as common use areas for the general use and convenience of airline passengers and other users of the Facility in which the TCM Common Areas are located, such as food court seating areas and children’s play areas. For purposes of this Agreement, the term “**TCM Storage Premises**” means areas located within the Premises as delineated in the DIP Approvals as premises for the storage of equipment, inventory or supplies or for office space (if any). For avoidance of doubt, the parties acknowledge that areas within Units used for storage or office use are not TCM Storage Premises, but rather are considered a part of such Units.”

Amendment Section 3.2. Section 2.2 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.2 Primary Term. For purposes of this Agreement, the term “**Primary Term**” shall mean the period of time that TCM shall operate the Premises as the terminal commercial manager hereunder, which period shall commence for any given portion of the Premises a on the Delivery Date for such portion of the Premises and any associated Storage Space within Terminal 1, Terminal 3, and Terminal 6, and shall end as to all portions of the Premises on the Expiration Date (unless the term of this Agreement is sooner terminated in accordance with the provisions of this Agreement). For purposes of this Agreement, the term “**Expiration Date**” shall mean **June 30, 2034**. No delay in the processing of any Definitive Improvement Plan or delay in the Delivery Date of any portion of the Premises shall extend the Expiration Date. TCM acknowledges and agrees that TCM has absolutely no rights under this Agreement to extend the Primary Term.”

Amendment Section 3.3. Section 2.2.1 of the Agreement is hereby deleted in its entirety.

Amendment Section 4. Section 3.2 (d) of the Agreement is hereby amended and restated to read in its entirety as follows:

(d) The plan for the marketing of concession opportunities and for the selection of Concessionaires to ensure an open, competitive selection process that provides opportunities for ACDBEs.

Amendment Section 5. The Agreement is hereby amended to add the following to Section 3.2:

(k) Subject to the Laws, TCM shall endeavor to establish a financial program to promote opportunities for small businesses in need of financial assistance to do business in the Airport. The program structure will be mutually agreed upon by the parties, but will likely consist of providing monies to qualifying concessionaires or entering into payment plans for certain monies due to TCM, to assist with the initial buildout of their respective premises, which amounts will be paid back by such concessionaires to TCM over the term of their respective UCAs, along with the applicable interest.

(l) The plan for the pilot program under the “Chief Executive Officer Consent to Permitted Uses” (“Pilot Program”), entered into on May 8, 2019, as amended.

(m) The plan for such Pilot Program for the food & beverage and retail concessions, and any other services under the Agreement. TCM shall not implement such a plan without a prior written agreement between the City and TCM.

(n) The plan for Short-Term Concession Space (concession spaces within the Area or Facility with a term of no more than twenty-four (24) consecutive months and a space of no more than three hundred (300) square feet).

Amendment Section 6. The following is hereby added as Section 3.2.2 to the Agreement:

3.2.2 Short-Term Concession Space. In order to elevate the passenger experience and ensure continued services to the traveling public during the term of this Agreement, the Chief

Executive Officer may (but shall have no obligation) to consider making available to TCM certain unoccupied or otherwise unreserved space located within any Area or the Facility for a term of no more than twenty-four (24) consecutive months and with a maximum square footage of three-hundred (300) square feet for each such space (“Short-Term Concession Space”); and to permit TCM to enter into a Unit Concession Agreement with a concessionaire regarding such space (“Short-Term UCA”). For purposes of this Section, each Short-Term Concession Space consists of only one Unit.

3.2.2.1 Procedure, Written Request by TCM and Approval by the Chief Executive Officer. Prior to executing a Short-Term UCA, TCM shall submit a written request to the Chief Executive Officer, requesting that the City consider making available to TCM unoccupied or otherwise unreserved space within any Area or the Facility for incorporation as a Unit into the Premises under this Agreement as additional concession space for the approved term of the Short-Term Concession Space. The written request by TCM shall include the proposed Permitted Use, the total square footage, the concept of the concession that will occupy the space, the length of the agreement between the TCM and concessionaire, a description of the method used to select the concessionaire and any other information required by the Chief Executive Officer. Any agreement regarding such Short-Term Concession Space between TCM and the City shall be memorialized by written agreement, such as a letter agreement or similar agreement, executed by both parties and approved as to form by City Attorney, which shall reflect the addition of the Short-term Concession Space and additional information, including but not limited to, rent and the term thereof, and incorporate therein the applicable amended exhibit.

(a) In the event TCM brings utilities or other supporting infrastructure to approved Short-Term Concession Space, at the discretion of the City, (i) the City shall acquire improvements from TCM in accordance with the terms of the Agreement or through a separate reimbursement agreement that may require Board and/or City Council approval; or (ii) the funding required to bring said utilities or other supporting infrastructure shall be considered investment in Premises Improvements for purposes of the Mid-Term Refurbishment. Any and all costs allocated to the Mid-Term Refurbishment are subject to the prior written approval of the Chief Executive Officer. City shall have all rights to the ownership of the permanent improvements or supporting infrastructure within any Short-Term Concession Space in accordance with Section 7.16 (Ownership of Improvements). TCM shall be responsible for the removal of personal property from Short-Term Concession Space unless City requests otherwise in writing.

(b) TCM shall include all revenue from Short-Term Concession Space as TCM Revenues (as defined in the Agreement).

(c) The terms applicable to the Premises under this Agreement are applicable to the Short-Term Concession Space, except as otherwise provided in this Section 3.2.2 or elsewhere in the Agreement, and except as follows:

- (i) Section 1.1 (“TCM’s Obligations During Pre-Term Development Phase”) and any other sections or provisions applicable to such TCM’s Obligations During Pre-Term Development Phase;
- (ii) Section 1.11 (“High Priority Area Late Performance Fees”) and any other sections or provisions applicable to such High Priority Area Late Performance Fees;
- (iii) Section 3.14 (“Storage Space”) and any other sections or provisions applicable to such Storage Space;
- (iv) Section 7.6 (“Mid-Term Refurbishment”) and any other sections or provisions applicable to such Mid-Term Refurbishment; and
- (v) Article IX (“Termination for Convenience”) and any other sections or provisions applicable such Termination for Convenience.

3.2.2.2 Short-Term UCA. The Short-Term UCAs may be entered into in accordance with goals outlined in the Business and Operation Plan and the selection of concessionaires shall be made through a process for Concessionaire selection described in the Business Operations Plan referenced in Section 3.2 (d) of this Agreement and submitted by TCM for such Short-Term Concession Space. Each and every Short-Term UCA is subject to the prior written approval of the Chief Executive Officer (“Consent to Short-Term UCA”), prior to its execution by TCM. The specific Permitted Use (as defined in Section 3.4 of the Agreement) for each Unit within the Premises is subject to the written approval of the Chief Executive Officer, such approval not to be unreasonably withheld, conditioned or delayed. The process for obtaining such approvals is to be set forth in the Business and Operations Plan and under Section 3.2.2.1 of the Agreement. Promptly following the Effective Date of Fourth Amendment, TCM shall develop the form of Short-Term UCA and submit such form the Chief Executive Officer for review and approval. Any changes to the form of Short-Term UCA shall also be subject to the Chief Executive Officer’s review and approval, and the Chief Executive Officer may require reasonable changes to such form from time to time during the term of this Agreement. Unless otherwise provided in this Section 3.2.2, the provisions applicable to Unit Concession Agreements under Section 3.3 are applicable to a Short-Term UCA, except for the following: 3.3.5, 3.3.6 and 3.3.7.

3.2.2.3 Term of Short-Term UCA; City’s Right to Terminate and Termination or Expiration.

- (a) No Short-Term UCA shall exceed the term or square footage of the specific Short-Term Concession Space provided to TCM by City. In any case, no Short-Term UCA may go beyond the expiration date specified in

the Agreement for the specific terminal in which the Short-Term Concession space is located.

(b) All Short-Term UCAs shall be subject and subordinate to the rights of City under this Agreement.

(c) The City has the right to terminate any Short-Term Concession Space or Short-Term UCA, at any time, and for any reason, prior to the expiration of the term for such Short-Term Concession Space or Short-Term UCA upon sixty (60) days' prior written notice to TCM. TCM understands and agrees, and shall cause its Concessionaires, to vacate such Short-Term Concession Space no later than the termination date. TCM further understands and agrees that neither TCM nor a Concessionaire has any right to occupy such Short-Term Concession Space beyond the termination date and that the City has the right to take immediate possession of such space upon the termination date, whether or not such space is with a Concessionaire under a Short-Term UCA.

(d) The early termination or expiration of the Short-Term Concession Space to TCM shall automatically terminate any Short-Term UCA and Consent to Short-Term UCA (as defined in this section) on the date of such termination or expiration.

(e) No Concessionaire shall assign or otherwise transfer all or any of its interest under a Short-Term UCA, without the Chief Executive Officer's prior written consent.

(f) TCM shall include the provisions of this Section 3.2.2.3 in the Short-Term UCA.

Amendment Section 7. The Agreement is hereby amended to add the following section 3.2.3:

3.2.3 City Events. The parties acknowledge and agree that, from time to time, City will host certain global or nationwide events, including but not limited to the World Cup for soccer, and City has or may enter into agreements in connection therewith that affect the concessions at the Airport, provided that if any City Event has a material adverse impact on TCM's rights under the Agreement (including TCM's right to collect TCM Revenue's from Concessionaires thereunder), then upon TCM's written notice to City, TCM and City shall engage in good faith negotiations to address those impacts.

Amendment Section 8. Section 4.1.2 of the Agreement is hereby amended and restated to read in its entirety as follows:

4.1.2 Minimum Annual Guaranteed Rent. Except as expressly stated otherwise in the September 30, 2020 letter from City to TCM regarding temporary rent relief due to COVID-19

(“**Third Amendment**”), the Minimum Annual Guaranteed Rent (herein, the “**Minimum Annual Guaranteed Rent**” or “**MAG**”) shall be an annual amount equal to the total number of square feet contained within all of the Units within the Premises, (it being understood that the total number of square feet contained in any TCM Common Areas, Short-Term Concession Space provided to TCM under Section 3.2.2 or any TCM Storage Premises are excluded from such calculation) multiplied by Two Hundred Sixty-Six Dollars Eighty-One Cents (\$266.81) (herein, the “**Minimum Per Square Foot MAG Amount**”) for the applicable Year, subject to adjustment as provided below. For avoidance of doubt, City and TCM acknowledge that the Minimum Annual Guaranteed Rent shall be calculated from time to time based on the total number of square feet contained within the Units as such Units are reflected in each DIP Approval and as subject to verification by the Chief Executive Officer pursuant to Section 2.1.1 above. The Minimum Annual Guaranteed Rent shall be payable monthly in advance in equal installments (i.e. 1/12 of the MAG per month) on the first (1st) day of each month (the “**Monthly MAG Payment**”). The Minimum Annual Guaranteed Rent shall be increased effective on the Delivery Date of any and all additional areas which become a part of the Premises based on the total number of square feet of all Units contained within such additional Premises and the Monthly MAG Payment shall be similarly adjusted as of such date. For any partial monthly period, such payment or adjusted payment shall be made on a pro-rata basis as of the applicable Delivery Date. Beginning on January 1, 2020 and continuing each January 1st thereafter during the period of the Primary Term, the Minimum Annual Guaranteed Rent shall be adjusted to equal an amount equal to the greater of: (a) the CPI Adjusted Minimum Annual Guaranteed Rent for such Year (as computed and defined in Section 4.1.2.1 below), or (b) eighty-five percent (85%) of the Percentage Rent for the prior Year. The parties acknowledge that in no event shall the Minimum Annual Guaranteed Rent be less than the CPI Adjusted Minimum Annual Guaranteed Rent. The Monthly MAG Payment shall be adjusted on January 1st of each Year to correspond with the new Minimum Annual Guaranteed Rent (as adjusted herein). In the event that any element of the Minimum Annual Guaranteed Rent cannot be calculated as of the first (1st) day of the new Year (e.g., as the result of the delayed publication of the CPI or unavailability of other information), the Monthly MAG Payment shall be calculated based on available information (which shall in no event be less than the Monthly MAG Payment for the immediately prior Year) and adjusted as soon as such information is available and any increase in the Monthly MAG Payment for the prior months shall be paid with the next installment of the Monthly MAG Payment immediately following the calculation of such adjustment.

Amendment Section 9. The last and second to the last sentences in Section 4.1.2.1, “CPI Adjusted Minimum Annual Guaranteed Rent”, are amended and restated to read in their entirety as follows:

The term “**CPI**” shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor of CPI-U (all urban consumers) for the Los Angeles-Long Beach-Anaheim, California Area, 1982-1984=100. In the event that the compilation and/or publication of the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation (as reasonably determined by the Chief Executive Officer).

Amendment Section 10. Section 4.1.2.3, “Chief Executive Officer Authority to Adjust Square Footage”, is hereby amended and restated to read in its entirety as follows:

4.1.2.3 Chief Executive Officer Authority to Add or Delete Square Footage. This Section 4.1.2.3 is intended to describe the authority delegated by City to the Chief Executive Officer to take certain actions with regard to the addition or deletion of square footage from the Premises without the necessity of obtaining further approval of the Board or City Council. Following such time as the Minimum Annual Guaranteed Rent has been adjusted to reflect the addition of the square footage within all of the Areas that is contemplated to become a part of the Premises pursuant to the DIP Approval process under Article I above, the Chief Executive Officer is authorized by City to add or delete square footage to the Premises, so long as the methodology or formula for calculating the adjustment to the Minimum Annual Guaranteed Rent or the CPI Adjusted Minimum Annual Guaranteed Rent, has been provided in this Agreement and is not subject to the discretion of the Chief Executive Officer. The exercise of such authority by the Chief Executive Officer is in the Chief Executive Officer's sole discretion. Any agreement regarding such additional concession space to the Premises shall be memorialized in writing, such as by a letter agreement or similar agreement reflecting the addition of any Unit, executed by both parties and approved as to form by City Attorney, which shall reflect the proportionally adjusted Base Rent and incorporate therein the applicable amended exhibit. Except as otherwise provided in this section, with the approval of the Board, the Chief Executive Officer shall have the authority to propose and enter into changes to the Base Rent (including changes to the Minimum Annual Guaranteed Rent). The specific intent of this Section 4.1.2.3 is to authorize certain actions on behalf of City by the Chief Executive Officer, but not to require that such actions be taken by the Chief Executive Officer.

Amendment Section 11. Section 5.11.1 of the Agreement is hereby amended to add the following as the last sentence to the section:

TCM acknowledges that “**Laws**” includes the California Consumer Privacy Act, as amended, or as may be hereafter be modified, amended or supplemented, and that such acknowledgement does not in any way limit the inclusion of any and all other Laws and the application of such Laws to TCM and TCM Parties.

Amendment Section 12. Section 6.1 of the Agreement is hereby amended and restated to read in their entirety as follows, but such amendment and restatement in no way limits, amends or excuses the continuing obligations of TCM and TCM Parties under Section 5.11 (“Compliance with Laws”) to fully and faithfully observe and comply with all present and future Laws:

6.1 Compliance with Department of Transportation (DOT). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. TCM agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of this Agreement, any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. TCM agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

City has established an Airport Concession Disadvantaged Business Enterprise Program in accordance with regulations of the U.S. Department of Transportation, 49 CFR, Part 23 (“**ACDBE Rules**”). Additionally, City strictly prohibits all unlawful discrimination and preferential

treatment in contracting, subcontracting and purchasing under this Agreement (“**Non-Discrimination Policy**”). TCM shall comply with 49 Code of Federal Regulations, Part 23, ACDBE Rules and the Non-Discrimination Policy, as amended from time to time, and shall not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with its performance under this Agreement or in contracting, sub-contracting or purchasing in connection with this Agreement. TCM shall cooperate with City in City’s program of recruiting, training, providing technical assistance and holding workshops to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified businesses owners, including “Airport Concession Disadvantaged Business Enterprises” (“**ACDBEs**”) as defined in the ACDBE Rules. In order to provide a fair opportunity for ACDBE participation, TCM shall make good faith efforts, within the meaning of the ACDBE Rules, to provide for a level of ACDBE participation in the concession operations (based on commercially useful function and distinct, clearly defined portion of the work) by Concessionaires contemplated by this Agreement equal to or greater than twenty percent (20%) for retail and service concessions and twenty five percent (25%) for food and beverage concessions. ACDBE participation will be calculated in accordance with the U.S. Department of Transportation’s ACBDE regulation, 49 CFR § 23.55. Failure to comply with the ACDBE Rules, Non-Discrimination Policy or 49 CFR Parts 23 and 26, referenced herein, shall constitute a material breach of this Agreement.

Amendment Section 13. Sections 6.2 and 6.3 of the Agreement are hereby amended and restated to read in their entirety as follows, but such amendment and restatement in no way limits, amends or excuses the continuing obligations of TCM and TCM Parties under Section 5.11 (“Compliance with Laws”) to fully and faithfully observe and comply with all present and future Laws:

6.2 **Substitutions /Terminations/Additions.** If specific ACDBEs are listed to perform the work and supply the materials, TCM shall utilize the specific ACDBEs listed on the Subcontractor Participation Plan to perform the work and supply the materials for which each is listed (“**Listed ACDBE**”). If a substitution or termination of any Listed ACDBE becomes necessary, TCM shall comply with all requirements of the ACDBE Rules and 49 CFR Part 26.53(f) and (g), including without limitation, performing good faith efforts to find another ACDBE subconcessionaire to substitute for the original ACDBE and obtaining written approval from the ACDBE Liaison Officer or designee (collectively (“**ACDBELO**”) prior to such substitution or termination, and TCM will obtain written approval for any addition of an ACDBE. If a Listed ACDBE is terminated without the prior required consent, TCM shall not be entitled to any payment for work or material unless it is performed or supplied by the listed ACDBE. Further, if an ACDBE is terminated pursuant to this provision and 49 CFR Part 26.53(f) and (g), or fails to complete its contract for any reason, then TCM shall provide the ACDBELO with evidence satisfactory to the ACDBELO that TCM has made good faith efforts to substitute the terminated ACDBE with another ACDBE. If TCM fails to make good faith efforts, as determined by the ACDBELO, City shall have the right to cancel or terminate this Agreement in its entirety and all rights ensuing therefrom upon giving thirty (30) days written notice to TCM.

6.3 **Monthly Report.** In order to assure compliance with the Non-Discrimination Policy and the federal requirements for the ACDBE Program, TCM shall submit, on a monthly basis, Subcontractor Utilization Form listing the ACDBE and non-ACDBE subconcessionaires,

including the gross receipts related to ACDBE and non-ACDBE participations and/or perform a data entry submission into the Business Diversity Compliance Management System (also known as B2GNOW) or other reporting method and business enterprise compliance monitoring system selected by City along with its monthly gross revenue report to City. TCM shall submit monthly reports in the format, as described above or as required by the CEO and such other information as may be requested by the CEO to ensure compliance with the ACDBE Rules.

Amendment Section 14. The Agreement is hereby amended to add the following Section 6.4:

6.4 Compliance and Remedy. TCM shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements covered by Part 23. Failure by the TCM to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate and as may be provided in the ACDBE Rules, which may include but is not limited to: (a) withholding monthly progress payments; (b) assessing sanctions; (c) liquidated damages; and/or (d) disqualifying the TCM from future bidding as non-responsible.

Amendment Section 15. The Agreement is hereby amended to add the following Section 7.6.3:

7.6.3 Content of Mid-Term Refurbishment. As part of the “**Mid-Term Refurbishment**”, TCM may include, without limitation, investment in Non-Premises Improvements and Premises Improvements, digital initiatives and service enhancements in the “**Mid-Term Refurbishment Plan**” for consideration by the City.

Amendment Section 16. Section 7.12 of the Agreement is hereby amended and restated to read in its entirety as follows:

“7.12 Improvement Payment and Performance Bond. In connection with the Initial Non-Premises Improvements, TCM Initial Premises Improvements, the Mid-Term Refurbishment and any other Alterations by TCM, TCM shall furnish, at its sole cost and expense, payment and performance bonds in the principal sum of the amount of the work of improvement proposed by TCM. In connection with the Concessionaire Initial Premises Improvements, the Mid-Term Refurbishment and any other Alterations by Concessionaires, TCM shall cause its Concessionaires to furnish, at their respective sole cost and expense, payment and performance bonds in the principal sum of the amount of the work of improvement proposed by each such Concessionaire. TCM shall comply with (and shall cause its Concessionaires to comply with) the provisions of California Civil Code Sections 3235 to 3242 or Section 3247 to 3252, as applicable to any such bond, by filing the original contract and any modifications thereto in the office of the Los Angeles County Recorder, together with the bond specified therein, and a conformed copy of such bond, filed for record as aforesaid, shall be furnished by TCM or its Concessionaires to City. If such work is being performed pursuant to a DIP Approval or a CIP Approval, TCM shall furnish such payment and performance bonds no later than the date set forth in the DIP Approval or the CIP Approval, as the case may be. If such work is not being performed pursuant to a DIP Approval or a CIP Approval or if no time is specified in the DIP Approval or the CIP Approval, such payment and performance bonds shall be furnished no later than ten (10) days prior to the commencement

of such work. The payment and performance bonds shall be in substantially the same form as that of Exhibit F attached hereto (or such other form as may be reasonably prescribed from time to time by the City Attorney), be issued by a surety company satisfactory to Executive Director, and authorized and licensed to transact business in the State of California and be for the full amount stated above with the City of Los Angeles, Department of Airports, as obligee, and shall guarantee the full, faithful and satisfactory payment and performance by TCM or its Concessionaires, as the case may be, of their respective obligations to construct and install the aforementioned improvements, and shall guarantee the payment for all materials, provisions, supplies, and equipment used in, on, for, or about the performance of TCM's (or its Concessionaires') works of improvement or labor done thereon of any kind, and shall protect City from any liability, losses, or damages arising therefrom."

Amendment Section 17. The Agreement is hereby amended to add the following as the second and last paragraphs in Section 13.2:

In addition to (and not in lieu of) any indemnification and other protective provisions for the benefit of City set forth in the Agreement, TCM shall defend, indemnify and hold harmless City and City Agents from and against any and all Claims arising out of or in connection with the UCA and/or Short-Term UCA, except to the extent that any such Claims are due to the sole negligence or intentional misconduct of City or any City Agents. Without limiting the generality of the foregoing, TCM agrees to protect, defend in any and all courts and regulatory authorities in the world, indemnify, keep and hold harmless City and City Agents from and against any and all Claims arising out of (1) any threatened, alleged or actual claim that the end product and services provided by TCM or the TCM Parties violates any patent, copyright, trademark, trade secret, know-how, proprietary right, other forms of intellectual property right, moral right, right of publicity, privacy, or any other rights of any third party anywhere in the world; and (2) any breach in cyber security and data privacy related to the Agreement, Unit Concession Agreement and Short-Term UCA, irrespective of intent, however the breach takes place, whoever causes the breach, and wherever the breach originates from in the universe. TCM agrees to, and shall, pay all damages, settlements, expenses and costs, including remedial costs (e.g., ID theft monitoring expenses) to assist injured City users, costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above. To the extent that there is a conflict between the provisions herein and the provisions in the "Chief Executive Officer Consent to Permitted Uses, LAA-8613 and LAA-8640" ("CEO Consent"), the provisions of the CEO Consent shall supersede as it relates to the "Pilot Program" as described in the CEO Consent.

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

Amendment Section 18. Section 16.26 of the Agreement is hereby amended and restated to read in its entirety as follows, but such amendment and restatement in no way limits, amends or

excuses the continuing obligations of TCM and TCM Parties under Section 5.11 (“Compliance with Laws”) to fully and faithfully observe and comply with all present and future Laws:

16.26 Alternative Fuel Vehicle Requirement Program.

16.26.1 TCM shall comply and shall cause its Concessionaires to comply with the provisions of the alternative fuel vehicle requirement program (the “**Alternative Fuel Vehicle Requirement Program**”). The rules, regulations, and requirements of the Alternative Fuel Vehicle Program are attached as Exhibit P-1 and made a material term of this Agreement. Concessionaire shall complete and submit to City the vehicle information required on the reporting form accessible online at <https://sbo.lawa.org/altfuel> on a semi-annual basis. The reporting form may be amended from time to time by City.

16.26.2 TCM acknowledges and shall notify Concessionaire that compliance with the Alternative Fuel Vehicle Requirement Program does not relieve TCM or Concessionaire from complying with any and all applicable federal, state and local regulations.

Amendment Section 19. Section 16.18, “Living Wage Ordinance General Provisions”, of the Agreement is hereby amended and restated to read in its entirety as follows, but such amendment and restatement in no way limits, amends or excuses the continuing obligations of TCM and TCM Parties under Section 5.11 (“Compliance with Laws”) to fully and faithfully observe and comply with all present and future Laws:

16.18 General Provisions; Living Wage Policy. TCM shall comply with the Living Wage Ordinance (“**LWO**”), Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time, a copy of which is attached hereto for convenience as Exhibit “K-1.” Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of the Agreement and City shall be entitled to terminate this Agreement and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that TCM violated the provisions of the LWO. TCM further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract agreement entered into by TCM for work to be performed under this Agreement must include an identical provision.

Amendment Section 20. Section 16.18.2, “Compliance; Termination Provisions and Other Remedies: Living Wage Policy”, of the Agreement is hereby amended and restated to read in its entirety as follows, but such amendment and restatement in no way limits, amends or excuses the continuing obligations of TCM and TCM Parties under Section 5.11 (“Compliance with Laws”) to fully and faithfully observe and comply with all present and future Laws:

16.18.2 Compliance; Termination Provisions and Other Remedies: Living Wage Policy. If TCM and its Concessionaires are not initially exempt from the LWO, TCM shall comply, and shall require its Concessionaires to comply, with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the execution date of this Agreement. If TCM is initially exempt from the LWO, but later no longer qualifies for any

exemption, TCM shall, at such time as TCM is no longer exempt, comply with the provisions of the LWO. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement and City shall be entitled to terminate this Agreement and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that TCM violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Agreement. Nothing in this Agreement shall be construed to extend the time periods or limit the remedies provided in the LWO.

Amendment Section 21. Section 16.18.3, “Subcontractor Compliance”, of the Agreement is hereby amended and restated to read in its entirety as follows, but such amendment and restatement in no way limits, amends or excuses the continuing obligations of TCM and TCM Parties under Section 5.11 (“Compliance with Laws”) to fully and faithfully observe and comply with all present and future Laws:

16.18.3 Subcontractor Compliance. TCM agrees to include, in every subcontract or Unit Concession Agreement covering City property entered into between TCM and any subcontractor or Concessionaire, a provision pursuant to which such subcontractor or Concessionaire (A) agrees to comply with the Living Wage Ordinance and the Worker Retention Ordinance with respect to City's property; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor or Concessionaire with the provisions of either the Living Wage Ordinance or the Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Worker Retention Ordinance directly against the subcontractor or Concessionaire with respect to City property, and (ii) invoke, directly against the subcontractor or Concessionaire with respect to City property, all the rights and remedies available to City under Section 10.37.6 of the Living Wage Ordinance and Section 10.36.3 of the Worker Retention Ordinance, as same may be amended from time to time.

Amendment Section 22. Section 16.19, “Service Contract Worker Retention”, of the Agreement is hereby amended and restated to read in its entirety as follows, but such amendment and restatement in no way limits, amends or excuses the continuing obligations of TCM and TCM Parties under Section 5.11 (“Compliance with Laws”) to fully and faithfully observe and comply with all present and future Laws:

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

Amendment Section 23. TCM’s Pledge of Compliance regarding the Contractor Responsibility Program is attached hereto as Exhibit N-1.

Amendment Section 24. The following is hereby added as Section 16.48 to the Agreement:

16.48 California Civil Code Section 1938 Disclosure; TCM's Responsibility for Required Repairs or Alterations. The Premises have not undergone an inspection by a Certified Access Specialist (CASp). The following statement is hereby included in this Agreement:

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

The parties hereby mutually agree that any inspection by a CASp shall be performed at TCM's sole cost and expense and at a time reasonably satisfactory to City. The parties hereby mutually agree that any and all repairs or alterations necessary to correct violations of construction-related accessibility standards within the Premises and the Premises shall be performed by TCM at TCM's sole cost and expense. The parties acknowledge and agree that, notwithstanding any presumption set forth in California Civil Code Section 1938, TCM shall be solely responsible and liable to make any and all repairs or alterations necessary to correct violations of construction-related accessibility standards in any CASp inspection report. TCM hereby agrees that, to the fullest extent permitted by law, TCM shall treat any inspection by a CASp and the CASp inspection report as strictly confidential and shall not disclose the content of any such inspection report, except as necessary for TCM to complete repairs and corrections of violations of construction-related accessibility standards. TCM acknowledges that TCM's obligations set forth in this Section are in addition to (and not in lieu of) TCM's obligations regarding compliance with the ADA and construction related accessibility standards set forth elsewhere in this Agreement (including, without limitation, Section 5.11 and 16.10, and Articles VII and VIII), and nothing in this Section shall be construed to limit or diminish TCM's obligations set forth elsewhere in this Agreement.

Amendment Section 25. The following is hereby added as Section 16.49 to the Agreement:

16.49 Iran Contracting Act, 2010. In accordance with California Public Contract Code Sections 2200-2208, all persons entering into or renewing contracts with City for goods or services estimated at one million (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit attached herein as Exhibit Q. TCM's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of the Agreement.

Amendment Section 26. The following is hereby added as Section 16.50 to the Agreement:

16.50 Prompt Payment. Unless TCM and subcontractor have agreed otherwise, TCM shall pay to subcontractor not later than seven (7) days after receipt of each payment, the respective amounts allowed the TCM on account of the work performed by the subcontractor, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from TCM to a subcontractor, TCM may withhold no more than 150 percent of the disputed amount. TCM shall include the following in its Unit Concession Agreements and Short-Term UCAs:

“Prompt Payment. Unless Concessionaire and subcontractor have agreed otherwise, Concessionaire or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each payment, the respective amounts allowed the Concessionaire on account of the work performed by the subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Concessionaire or subcontractor, the Concessionaire or subcontractor to a subcontractor, the Concessionaire or subcontractor may withhold no more than One Hundred Fifty Percent (150%) of the disputed amount. Concessionaire shall include this provision in all of its subcontracts.”

Amendment Section 27. Due to the aforementioned merger between Westfield America Inc. and URW WEA, LLC, URW WEA, LLC is the successor to Westfield America, Inc., and therefore the guarantor under the Guaranty Agreement (Exhibit “D” of the Agreement) by operation of law. Accordingly, the contact information and address for written notices to the Guarantor in section 15 on pages 5 and 6 of the Guaranty Agreement are hereby amended to read in their entirety as follows:

Written notices to Guarantor hereunder shall be sent and addressed to:

URW WEA, LLC
c/o URW Airports, LLC
2049 Century Park E 42nd Fl
Los Angeles, CA 90067
ATTN: Office of Legal Counsel

or to such other address as Guarantor may designate by written notice to City.

Amendment Section 28. The “Basic Information” section of the Agreement regarding “TCM’s Address” is hereby amended and restated to read in its entirety as follows:

All notices sent to TCM under the TCM Agreement shall be sent to:

URW Airports, LLC
2049 Century Park East, 40th Floor
Los Angeles, California 90067
Attention: Office of Legal Counsel

All notices sent to TCM under the TCM Agreement shall be sent to the above address, with copies to:

URW Airports, LLC
2049 Century Park East, 40th Floor
Los Angeles, California 90067
Attention: Executive Vice President, Airports (Mike Salzman)

Amendment Section 29. The Basic Information of the Agreement is hereby amended and restated to conform with the provisions of this Fourth Amendment, to the extent that the provisions in the Basic Information have been modified by the provisions of this Fourth Amendment.

Amendment Section 30. The parties hereby represent and covenant to the other, to the best of their knowledge, without independent inquiry, as follows: (1) neither party is in default in the performance of any of the terms or provisions of the Agreement; (2) neither party has nor claims any setoffs or credits against the payment of Rent or other amounts payable to the other under the Agreement; and (3) the parties shall be entitled to rely on the accuracy of the foregoing representation and covenants, and each party hereby releases the other from any claims relating to the foregoing matters.

Amendment Section 31. TCM hereby re-certifies all of its representations and warranties under Section 16.42 of the Agreement, including all of its subsections.

Amendment Section 32. Except as specifically provided herein, this Fourth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

Amendment Section 33. This Fourth Amendment and any other document necessary for the consummation of the transaction contemplated by this Fourth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this amendment had been delivered that had been signed using a handwritten signature. All parties to this Fourth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Fourth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other

party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

(SIGNATURE PAGE FOLLOWS)

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

Approved as to form:

CITY OF LOS ANGELES

MICHAEL N. FEUER,
City Attorney

By: 
Deputy/Assistant City Attorney

Date: 2/23/21

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

By: _____
Chief Financial Officer

URW AIRPORTS, LLC
a Delaware limited liability company

URW AIRPORTS, LLC
a Delaware limited liability company

By: _____
DocuSigned by:
Dan Hough
18CC28CFE1304A5
Signature

By: _____
DocuSigned by:
Andrea Kahn
93F2E7A7134964B3
Signature

Dan Hough
Print Name

Andrea Kahn
Print Name

Vice President - Airport Development
Title

Assistant Secretary
Title

(SIGNATURE PAGE FOR GUARANTOR CONTINUES)