

FIRST AMENDMENT TO RETAIL CONCESSION AGREEMENT NO. LAA-9094
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS and
CREWS HOSPITALITY, LLC

This First Amendment to Retail Concession Agreement No. LAA-9094 (this "First Amendment") is made and entered into as of _____, 2021 ("Effective Date") by and between THE CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS, a municipal corporation ("City"), acting by order of and through its Board of Airport Commissioners ("Board"), and CREWS HOSPITALITY, LLC ("Concessionaire"), with reference to the following:

RECITALS

WHEREAS, City and Concessionaire heretofore entered into that certain Los Angeles International Airport Retail Concession Agreement (Board File No. LAA-9094) dated March 5, 2020 between City and Concessionaire (as amended, the "Agreement"). Unless otherwise defined in this First Amendment or the context otherwise requires, the capitalized terms used in this First Amendment shall have the same respective meanings as ascribed to such terms in the Agreement.

WHEREAS, due to the impact of COVID-19, other Terminal 7 concession agreements were extended to June 30, 2025 and City and Concessionaire desire to amend the Agreement to make it coterminous with the other Terminal 7 concession agreements

AGREEMENT

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

Section 1. Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and expire on June 30, 2025 ("**Expiration Date**"), unless extended or sooner terminated as herein provided."

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

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

Section 3. This First 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 First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 4. Except as amended and modified as set forth in this First Amendment, the terms and provisions of the Agreement remain the same and in full force and effect.

[signatures appear on following page]

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

APPROVED AS TO FORM:

CITY OF LOS ANGELES

MICHAEL N. FEUER,
City Attorney


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


By: 
MICHAEL TY AUG 16, 2021 15:50 PDT
Deputy/Assistant City Attorney

Date: _____

ATTEST:

CREWS HOSPITALITY, LLC

By: 
Name: Dwayne Boothe
Title: Manager

By: 
Name: Nicholas B. Crews
Title: Manager / Sole Manager