



Los Angeles World Airports

**REPORT TO THE
BOARD OF AIRPORT COMMISSIONERS**

Item Number
8

Dave Jones

Approved by: Dave Jones, Airline Property and Concession Services

Vj

Reviewed by: Jeffrey Utterback, Deputy Executive Director – Commercial Development Group

D. Day

City Attorney

JE

Justin Erbacci, Chief Executive Officer

Meeting Date:

10/1/2020

CAO Review:

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Completed

☒

Pending

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N/A

<u>Reviewed for</u>	<u>Date</u>	<u>Approval Status</u>	<u>By</u>
Finance	6/11/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	CI
CEQA	6/10/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	VW
Procurement	6/10/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Cond	QM
Guest Experience	6/17/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	BY
Strategic Planning	6/11/2020	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	KV

SUBJECT: Second Letter Agreements for the Program that Amend Concession Agreements at Los Angeles International Airport

Approve the Second Letter Agreements for the Concessionaire Relief Program that amends concession agreements at Los Angeles International Airport as follows: (i) to abate or adjust the Minimum Annual Guarantee through June 30, 2021 for the individual concession agreements listed in Attachments 1-3 (collectively "Concession Agreements"), (ii) defer Storage Rent through December 31, 2020 and allow the payback of deferred Storage Rent to commence January 1, 2021 for the individual concession agreements listed in Attachment 1 (collectively "In-Terminal Concession Agreements"), (iii) extend the current expiration dates of the respective individual In-Terminal Concession Agreements (as conditioned in the applicable Second Letter Agreements) and Terminal Media Operator Agreement ("TMO Agreement") by twenty-four (24) months, and (iv) authorize the Chief Executive Officer to have two consecutive twelve-month options to delay the required mid-term refurbishment dates for the respective individual In-Terminal Concession Agreements in his or her sole discretion.

RECOMMENDATIONS:

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report;
2. DETERMINE that this action is administratively exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines;

3. FIND that the use of competitive bidding for the 24-month extensions to the expiration dates for the In-Terminal Concessions and the Terminal Media Operator Agreement would be undesirable and impractical under Section 10.15(a)(10) of the City of Los Angeles Administrative Code and Section 371(e)(10) of the City of Los Angeles Charter;
4. APPROVE the extension of the current expiration dates in the respective individual In-Terminal Concession Agreements (as conditioned in the applicable Second Letter Agreements) and the TMO Agreement by twenty-four (24) months;
5. AUTHORIZE the Chief Executive Officer or his or her designee to have two consecutive twelve-month options to delay the required mid-term refurbishment dates for the respective individual In-Terminal Concession Agreements;
6. APPROVE the proposed Second Letter Agreements for the Concessionaire Relief Program that amends the Concession Agreements listed in Attachments 1, 2 and 3; and,
7. AUTHORIZE the Chief Executive Officer or his designee to execute the proposed Second Letter Agreements for the Concessionaire Relief Program that amends Concession Agreements at Los Angeles International Airport, subject to approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION:

1. Purpose

To temporarily revise the payment terms of Concessions Agreements, extend the expiration date by twenty-four months for the In-Terminal Concession Agreements and TMO Agreement, and authorize the Chief Executive Officer to have two consecutive twelve-month options to delay the required mid-term refurbishment dates for the respective In-Terminal Concession Agreements, in his or her sole discretion, and defer storage rent for the In-Terminal Concession Agreements.

2. Prior Related Actions

April 16, 2020 – Resolution No. 27003

The Board of Airport Commissioners (Board) approved revisions of payment terms of Certain In-Terminal Concession Agreements and Rental Car Concession Agreements. Under these agreements, Concessionaires will make payment of deferred percent rents/fees accrued during the initial rent relief period of April 1, 2020 through June 30, 2020 in six (6) equal payments starting July 1, 2020.

In-Terminal Concession Agreements

The Terminal Commercial Manger (TCM) has two Agreements with original expiration dates of January 31, 2029 for LAA-8613 and June 30, 2029 for LAA-8640. LAWA amended the expiration dates in 2016 extending the term to June 30, 2032 for LAA-8613 and various dates for LAA-8640 of June 20, 2032 for Terminal 1, June 30, 2029 for Terminal 3, and September 30, 2030 for Terminal 6. The action requested here will extend the TCM Agreements expiration dates an additional 24 months to January 31, 2034 for LAA-8613 and Terminal 1 under LAA-8640, June 30, 2031 for Terminal 3 under LAA-8640, and September 30, 2032 for Terminal 6 under LAA-8640.

The Food and Beverage Concession Agreements with Areas USA LAX, LLC, DN Dakota JME, and Host International were entered into in 2010 with an original expiration date of June 30, 2021. LAWA amended the expiration dates in 2013 extending the term to June 30, 2023. The action requested here will extend the Food and Beverage Agreements expiration dates an additional 24 months to June 30, 2025.

The Retail Concession Agreements with Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC, LAX Retail Magic 2 JV, LAX Retail Magic 3-4 JV, and XpresSpa were entered into in 2010 with an original expiration date of June 30, 2021. LAWA amended the expiration dates in 2013 extending the term to June 30, 2023. The action requested here will extend the Retail Concession Agreements expiration dates an additional 24 months to June 30, 2025.

The Duty Free Concession Agreement with DFS Group, LLC was entered into in 2012 with an original expiration date of September 30, 2023 and three one-year options to extend at LAWA's discretion. LAWA amended the expiration date in 2013 extending the term to September 30, 2024. The action requested here will automatically allow LAWA to exercise two of the extension options of the Duty Free Concession Agreement resulting in an expiration date of September 30, 2026.

The Vending Concession Agreement with Bottling Group was entered into in 2015 with an expiration date of September 30, 2020. The action requested here will extend the Vending Concession Agreement expiration date an additional 24 months to September 30, 2022.

The Expedited Passenger Service Concession Agreement with AIClear was entered into in April 2020 with an expiration date of March 31, 2025. The action requested here will extend the Expedited Passenger Service Concession Agreement expiration date an additional 24 months to March 31, 2027.

Terminal Media Operator Agreement

The Terminal Media Operator (TMO) Agreement, entered into in 2014, had an original expiration date of December 31, 2020. The TMO Agreement contained a provision by which LAWA could extend the expiration date three (3) years to December 31, 2023 by providing notice to the TMO. LAWA recently provided notice and extended the expiration date. The action requested here will extend the TMO Agreement expiration date an additional 24 months to December 31, 2025.

3. Current Action

Concession Agreements require concessionaires to pay rent/fees to Los Angeles World Airports (LAWA) in an amount equal to the greater of defined percentages of their gross sales or a Minimum Annual Guarantee (MAG). The contractual MAG requirements are quite substantial due to the highly competitive concession environment at Los Angeles International Airport (LAX). Despite these high MAG requirements, the concessionaires have historically performed well because passenger volumes generated sales at levels that pushed concessionaire rent payments into percentage fee, meaning that the concessionaires' businesses were performing at levels that exceeded the MAG threshold.

The decline in passenger traffic due to COVID-19 travel restrictions continues to impact concession operators and the MAGs continue to greatly exceed total sales, which is not sustainable for concessionaire businesses.

On April 16, 2020, the Board approved a relief package that amended the terms of concession agreements to allow concessionaires to pay percentage rent/fees instead of the MAG for the months of April, May and June 2020. Concessionaires were required to meet certain requirements in order to be eligible to receive this relief.

Decreased levels of passenger traffic due to COVID-19 travel restrictions have contributed to lower concession revenues. Further, at this time, LAWA does not know when passenger traffic will return to levels seen prior to the COVID-19 pandemic. Concessionaires, including the TCM and TMO, have informed LAWA that they are currently not realizing sufficient gross revenues that would allow them to pay the MAG amounts and likely will not be able to do so for some time.

Concessionaires have informed LAWA that rent/fee relief is needed to have a sustainable business during this period of passenger traffic decline. LAWA believes that if concessionaires have a sustainable business, it will also benefit LAWA with a continued revenue stream, and benefit passengers with uninterrupted access to concession offerings. Further, if a situation arises whereby LAWA would need to replace a concessionaire during times when passenger traffic is low, there may not be many potential concessionaires willing to commit to a concession agreement during a pandemic.

LAWA believes it is in the best interest of the concessionaires, LAWA, and the traveling public to provide additional relief in the form of a Second Letter Agreements to concessionaires to help them maintain sustainable businesses during this decline in passenger volume caused by the COVID-19 travel restrictions. Therefore, LAWA intends to provide additional relief in the form of Second Letter Agreements to concessionaires to help them maintain sustainable businesses during this decline in passenger volume caused by the COVID-19 travel restrictions.

Proposed Second Letter Agreements ("Second Letters")

The proposed Second Letters will provide relief for In-Terminal Concession Agreements, the TMO Agreement, and the On-Airport Rental Car Concession Agreements listed on Attachments 1, 2 and 3 to this report for Concessionaires that either (i) executed the first relief agreement and complied with the terms of the first relief agreement, or (ii) if they did not execute the first relief agreement, they remain current on all monetary obligations due to LAWA under the Concession Agreements and all other currently existing contracts, agreements, leases, permits, or licenses with LAWA up to the date of the execution of the Second Letters through the end of the Second Letter Duration Period, as defined in this Board Report and the Second Letters. Further, the Second Letters require Concessionaires who have filed for bankruptcy protection prior to executing the Second Letters, or who may file for bankruptcy protection after executing the Second Letter, to have bankruptcy court approval to pay their monetary obligations (pre and post-petition obligations) under their agreement(s) with LAWA. Additionally, the Concessionaires will be required to pass along to all sub-concessionaires the same benefits received by the prime on a ratable basis.

The terms of the proposed Second Letters are:

In-Terminal Concessions Agreements (Listed in Attachment 1)

Concession Rent/Fees	Revise the terms as follows: 1. As to In-Terminal Concession Agreements (excluding the two concession agreements with TCM), beginning on July 1, 2020
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	<p>and ending on June 30, 2021 ("Duration Period"), LAWA will either:</p> <ol style="list-style-type: none"> a) Only require current payment of the applicable percentage rent/fees defined in the respective agreement and abate payment of the MAG if the Concessionaire did not receive any funding through a federal program from which Concessionaire paid its monetary obligations under the Agreement; or, b) If the Concessionaire did receive any grants through a Federal program, only require current payment of the applicable percentage rent/fees defined in each respective agreement plus an adjusted MAG equal to the amount of any Federal grants applied by Concessionaire to payment of its monetary obligations under the Agreement. <p>2. As to the two TCM Concession Agreements, during the Duration Period, LAWA will either:</p> <ol style="list-style-type: none"> a) Only require current payment of the applicable percentage/fees in the respective TCM Agreement, without reduction of the TCM Improvement Allowance or the TCM Management Fee, as such terms are defined in the TCM Agreements, except as follows: TCM may deduct up to 75% of the TCM Management Fee from the amount due to LAWA under the conditions set forth in the applicable Second Letters, and abate payment of the MAG if the TCM did not receive any funding through a federal program from which TCM paid its monetary obligations under the Agreement; or, b) If the TCM did receive any grant through a Federal program, only require the applicable percentage/fees in the respective TCM Agreement without reduction of the TCM Improvement Allowance or the TCM Management Fee, as such terms are defined in the TCM Agreements, except as follows: TCM may only deduct up to 75% of the TCM Management from the amount due to LAWA under the conditions set forth in the applicable Second Letters, and TCM will also pay an adjusted MAG equal to the amount of any Federal grants applied by TCM to payment of its monetary obligations under the Agreement.
Storage Rent	Deferment of Storage Rent from July 1, 2020 through December 31, 2020, and extend the period that accrued deferred Storage Rent must be remitted in six (6) equal monthly installments to start January 1, 2021 through June 30, 2021.
Mid-Term Refurbishment	Authorize the Chief Executive Officer to have two consecutive twelve-month options to delay the required mid-term refurbishment dates for the respective In-Terminal Concession Agreements. TCM shall pass on the benefit of such extension of time period for mid-term refurbishment to its sub-concessionaires to the extent applicable.
Term Extension	Extend the current expiration dates by twenty-four (24) months only if, in addition to meeting the pre-conditions in the letter, the health

	insurance contribution has been paid as specified in the letter. There are different expiration dates for these concession agreements. Also requires TCM to agree to offer, to its sub-concessionaires, the same extension to the current expiration dates in each of the sub-concession agreements, and to enter into such extension with such sub-concessionaires if such offer is accepted.
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In consideration for the benefits provided to Concessionaires (and as a condition to Concessionaire's right to receive such benefits), Concessionaires listed on Attachment 1 must meet the following requirements:

- For each employee who (1) has been laid off, furloughed, or experienced reduced hours since March 1, 2020 and before June 30, 2020, and (2) for whom in February 2020 Concessionaire [or Licensee] made contributions or premium payments for healthcare coverage, Concessionaire [or Licensee] shall, no later than October 31, 2020, make contributions or premium payments in the same amount and for the same level of coverage as the Concessionaire [or Licensee] made for the employee in February 2020 for each of the four consecutive calendar months immediately subsequent to the employee's layoff, furlough, or reduction in hours during which such employee remained laid off, furloughed, or experienced reduced hours ("Health Insurance Contribution"). Concessionaire [or Licensee] shall be credited with a month for each of the required four months in which Concessionaire [or Licensee] has previously made the above required contributions or payments. Alternatively, if Concessionaire [or Licensee] declined relief under the First Letter and has paid the MAG otherwise owed by Concessionaire [or Licensee] to LAWA for the months of April, May and June 2020, Concessionaire [or Licensee] shall receive credit for two (2) months of Health Insurance Contribution. Any percentage rents/fees already paid to LAWA for April, May and June 2020 will be credited towards any MAG owed for the same time period:

Concessionaire may, at Concessionaire's discretion, add a surcharge of up to three percent (3%) on concession sales to guests to be applied to the costs of the health insurance contribution requirement set forth above, until such time as the cumulative total amount of such surcharge equals the total amount of the Health Insurance Contribution paid by Concessionaire, or if such total amount has not been reached, until September 30, 2021, whichever comes first; and provided that such health insurance contribution is being made on a current basis during the period of such surcharge. TCM may permit its sub-concessionaires (in such sub-concessionaire's discretion) to do the same regarding such sub-concessionaires' sales to guests.

Extension of the In-Terminal Concession Agreements

The impacts of COVID-19 on Concessionaires continue to be extreme. Concessionaires with In-Terminal Concession Agreements, which includes the TCM, are not realizing sufficient gross revenues that allow them to pay the MAG amounts, amortize their investments, or earn the projected returns originally contemplated when the respective Request for Proposals were issued and when Agreements were executed. All of the In-Terminal Concession Agreements were procured through a Request for Proposal ("RFP") that included definitive not-to-exceed termination dates that cannot be extended without an amendment to the Agreement.

The defined term (length of time) for the respective In-Terminal Concession Agreements contemplated that the successful proposer would be provided with a specific time frame to

operate concession facilities and depreciate capital investments. Due to the dramatic decline in the concession business and near total evaporation of revenues, the current expiration dates of the individual In-Terminal Concession Agreements need to be extended by twenty-four (24) months in order for the concessionaires to receive the contract term that LAWA contemplated to provide them with sufficient operating time to recover their investments and remain viable businesses so that they can continue to generate revenue, and provide the public with continued concession services at the LAX terminals.

All of the In-Terminal Concession Agreements, except for the two TCM Agreements, will expire in the next three years. Although the TCM Agreements will expire between 2029 and 2032 inclusive, the extension of the current expiration dates by twenty-four (24) months is needed because the expiration dates of TCM's sub-concessionaire agreements will expire sooner than the full term of the TCM Agreements. The unintended consequence of this is that there will not be sufficient time left on the TCM Agreements to allow the TCM to solicit new operators for these spaces after the existing sub-concession agreements expire because many spaces will be available for less than five years if the current expiration dates in the TCM Agreements remain unchanged. This short period will not allow sufficient time for the future operators to amortize the significant investment that is required to repurpose the concession areas.

In addition, the proposed Second Letters require TCM to agree to offer to its sub-concessionaires an extension of the current expiration dates in each of the sub-concession agreements by twenty-four months, and to enter into such extension with such sub-concessionaires if such sub-concessionaires accept such offer, which will then provide these sub-concessionaires additional time to recover investments and remain viable businesses so that they can continue to generate revenue, and provide the public with continued concession services at the LAX terminals.

In normal operating circumstances, staff would conduct a competitive process prior to the expiration date of an existing contract that had been competitively procured. However, when the Board finds that the use of competitive bidding would be undesirable and/or impractical under Section 10.15(a)(10) of the City of Los Angeles Administrative Code and Section 371 (e)(10) of the City of Los Angeles Charter, LAWA need not conduct such competitive process. In these economic times, and as discussed above, a competitive bidding process through RFPs for new concession agreements for the twenty-four (24) months period is impractical and undesirable. In addition, as discussed above, the extension of time requested is compatible with the City's interests under City Charter Section 372.

Staff requests extending the current expiration date of individual In-Terminal Concession Agreements by twenty-four months to achieve the desired result discussed above. Therefore, LAWA staff recommends that the Board find that the proposed extension of the In-Terminal Concession Agreements is exempt from the competitive process under City Charter Section 371 (e)(10) and Los Angeles Administrative Code Section 10.15(a)(10).

Terminal Media Operator (Listed on Attachment 2)

Duration Period	July 1, 2020 to June 30, 2021
Concession Fees	1) Revise the terms to include the following: a) Only require current payment of the applicable percentage fees defined in the TMO Agreement and abate payment of the MAG if the TMO did not receive any funding through a

	<p>federal program from which the TMO paid its monetary obligations under the Agreement; or,</p> <p>b) If the TMO did receive any grant through a Federal program, only require current payment of the applicable percentage fees defined in the Agreement plus an adjusted MAG equal to the amount of any Federal grants applied by the TMO to payment of its monetary obligations under the Agreement.</p>
Term Extension	Extend the existing expiration date by twenty-four months from December 31, 2023 to December 31, 2025.

Extension of the Terminal Media Operator Agreement

The impacts of COVID-19 on the TMO continues to be extreme. The TMO is not realizing sufficient gross revenues from in terminal advertising and sponsorships to pay the MAG amounts, earn the projected returns originally contemplated when the RFP was issued and these Agreements were executed, or amortize the considerable costs required by the TMO Agreement (for example the costs of ongoing production of creative content for the iconic Clock Tower and Story Board features in the Tom Bradley International Terminal (TBIT)). Given the ongoing COVID-19 near total evaporation of advertising and sponsorship revenues, an additional 24 month extension is necessary to allow the TMO to amortize those ongoing costs still required by the TMO Agreement and to remain a viable business operation at LAX ready to hit the ground running when passenger traffic and sponsors and advertisers return.

As noted in this report, extending the TMO Agreement by 24 months now is necessary to achieve LAWA's interest in and desired result to have a successful revenue generating advertising and sponsorship program at LAX through 2025, it is not desirable or practical to run a competitive process for a new TMO Agreement for the period December 31, 2023 to December 31, 2025. In these economic times, for the reasons also noted above for the In-Terminal Concessions extension, the extension of the TMO contract through an RFP process for an additional two years is undesirable and impractical and the Board's approval of the proposed amendment is compatible with the City's interests per City Charter Section 372. Staff therefore requests the Board find that the use of competitive bidding for the extension requested would be undesirable and/or impractical under Section 10.15(a)(10) of the City of Los Angeles Administrative Code and Section 371 (e)(10) of the City of Los Angeles Charter, and LAWA need not conduct such competitive process.

On-Airport Rental Car Concession Agreements (listed in Attachment 3)

Duration	July 1, 2020 through June 30, 2021
Concession Rent/Fees	<p>1) Revise the terms to either:</p> <p>a) Only require current payment of the applicable percentage rent/fees defined in each Agreement and abate payment of the MAG if the Concessionaire did not receive any funding through a federal program from which Concessionaires paid its monetary obligations under the Agreement; or,</p> <p>b) If the Concessionaire did receive any grant through a Federal program, only require current payment of the applicable</p>

	percentage rent/fees defined in each Agreement plus an adjusted MAG equal to the amount of any Federal grants applied by Concessionaire to payment of its monetary obligations under the Agreement.
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How this action advances a specific strategic plan goal and objective

This action advances this strategic goal and objective: *Sustain a Strong Business: Diversify and grow revenue sources, and manage costs.* Authorizing and approving the proposed extension to Temporary Relief and Forbearance Period Program will enable the concessionaires to substantially reduce operating expenses. Temporarily relieving the burden of the MAG component will allow concessionaires to pay rent/fees based on percentage of sales and airport revenues will recover in parallel to passenger level increases.

Action Requested

LAWA staff requests the Board authorize the Chief Executive Officer to execute the proposed Second Letters that, if accepted will temporarily revise the payment terms of Concession Agreements, extend the expiration date by twenty-four months for the In-Terminal Concession Agreements (as conditioned in the applicable Second Letters) and the TMO Agreement, authorize the Chief Executive Officer to have two consecutive twelve-month options to delay the required mid-term refurbishment dates for the respective In-Terminal Concession Agreements in his or her sole discretion, and defer Storage Rent and allow the payback of deferred Storage Rent, as set forth in this report.

Fiscal Impact

The Fiscal Impact of this action to extend the temporary relief program is projected to be an additional loss of approximately \$132.9 million in FY2021 revenue, and is also estimated to reduce LAWA unrestricted cash in FY2021 by the same amount. The actual loss of revenue and reduction in unrestricted cash will largely depend on the levels of passenger traffic during the extended temporary period through June 30, 2021. LAWA staff has previously anticipated the possibility of extending the temporary relief program through the end of FY2021 and has budgeted FY2021 revenue accordingly.

4) Alternatives Considered

- ***Take No Action*** - Taking no action would require all concessionaires to pay rent/fees at MAG levels established during normal passenger activity and corresponding sales levels. The continued dramatic decline in passenger traffic makes these MAG payments unsustainable. If the concessionaires remain obligated to pay the full MAG amounts during this downturn, they will not generate enough gross revenue to cover the MAG rent obligations which is unsustainable and likely cause them to cease operations. MAG that greatly exceeds revenue exposes LAWA to the risk that locations will close. Replacing concessionaires is a lengthy process and likely will result in additional lost revenue for LAWA as stores are shuttered during the period when passenger levels return.

APPROPRIATIONS:

No appropriation of funds is required for this action.

STANDARD PROVISIONS:

1. This item, as a continuing administrative, maintenance and personnel-related activity, is administratively exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f. of the Los Angeles City CEQA Guidelines.
2. This 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. This action is not subject to the provisions of the Living Wage/ Worker Retention Ordinances.
5. This action is not subject to the provisions of the Business Enterprise (BE) Programs.
6. This action is not subject to the provisions of the Affirmative Action Program.
7. This action does not require a Business Tax Registration Certificate number.
8. This action is not subject to the provisions of the Child Support Obligations Ordinance.
9. This action is not subject to the insurance requirements of the Los Angeles World Airports.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. This action is not subject to the provisions of the Contractor Responsibility Program.
12. This action is not subject to the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. This action is not subject to the provisions of Bidder Contributions CEC Form 55.
15. This action is not subject to the provisions of the Iran Contracting Act.

<u>Agreement Type</u>	<u>Tenant</u>	<u>Contract Number</u>
Terminal Commercial Management Concession Agreement	URW Airports, LLC	LAA-8640
Terminal Commercial Management Concession Agreement	URW Airports, LLC	LAA-8613
Airport Duty Free Merchandise Concession Agreement	DFS Group, L.P.	LAA-8647
Retail Concession Agreement (Hudson Group)	Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC	LAA-8550
Retail Concession Agreement (Hudson Group)	LAX Retail Magic 2 JV	LAA-8551
Retail Concession Agreement (Hudson Group)	LAX Retail Magic 3-4 JV	LAA-8552
Retail Concession Agreement (Hudson Group)	LAX Retail Magic 3-4 JV	LAA-8542
Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8546
Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8547
Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8548
Branded Coffee and Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8843
Fast Casual Dining and Branded Coffee Food and Beverage Agreement	Areas USA LAX, LLC	LAA-8964
Food and Beverage Concession Agreement (Delaware North Companies Travel Hospitality Services)	DN/Dakota JME 8589 Farmers, LLC	LAA-8589
Food and Beverage Concession Agreement (Delaware North Companies Travel Hospitality Services)	DN/Dakota JME 8549 Pucks, LLC	LAA-8549
Food and Beverage Concession Agreement (HMS Host Corp)	Host International, Inc.	LAA-8586
Food and Beverage Concession Agreement (HMS Host Corp)	Host International, Inc.	LAA-8587
Concession Agreement (For Vending Machine Services)	Bottling Group LLC	LAA-8882
Non-Exclusive Space Use License Agreement (For Expedited Traveler Services)	AlClear, LLC	LAA-8946
Concession Agreement	XpresSpa	LAA-8543
Currency Exchange and Business Services Concession Agreement	Lenlyn Ltd dba ICE Currency Services	LAA-8831

Agreement Type

Terminal Media Operator

Tenant

JCDecaux Airport, Inc.

Contract Number

LAA-8796

<u>On-Airport RAC</u>	<u>Agmt #</u>
Alamo Rental (US)LLC	LAA-8139
Avis Rent A Car System, LLC	LAA-8137
Budget Rent A Car System, Inc.	LAA-8138
Dollar Rent A Car - DTG Operations, Inc.	LAA-8141
Enterprise Rent A Car Company of Los Angeles, LLC	LAA-8142
Fox Rent A Car, Inc.	LAA-8143
The Hertz Corporation	LAA-8136
National Rental (US) LLC	LAA-8140
Sixt Rent A Car, LLC	LAA-8870
Thrifty Car Rental - DTG Operations, Inc.	LAA-8144

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Terminal Commercial Management Concession Agreement	URW Airports, LLC	LAA-8613
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Retail Concession Agreement (Hudson Group)	Hudson-Magic Johnson Enterprises-Concourse Ventures, LLC	LAA-8550
Retail Concession Agreement (Hudson Group)	LAX Retail Magic 2 JV	LAA-8551
Retail Concession Agreement (Hudson Group)	LAX Retail Magic 3-4 JV	LAA-8552
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Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8546
Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8547
Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8548
Branded Coffee and Food and Beverage Concession Agreement	Areas USA LAX, LLC	LAA-8843
Fast Casual Dining and Branded Coffee Food and Beverage Agreement	Areas USA LAX, LLC	LAA-8964
Food and Beverage Concession Agreement (Delaware North Companies Travel Hospitality Services)	DN/Dakota JME 8589 Farmers, LLC	LAA-8589
Food and Beverage Concession Agreement (Delaware North Companies Travel Hospitality Services)	DN/Dakota JME 8549 Pucks, LLC	LAA-8549
Food and Beverage Concession Agreement (HMS Host Corp)	Host International, Inc.	LAA-8586
Food and Beverage Concession Agreement (HMS Host Corp)	Host International, Inc.	LAA-8587
Concession Agreement (For Vending Machine Services)	Bottling Group LLC	LAA-8882
Non-Exclusive Space Use License Agreement (For Expedited Traveler Services)	AlClear, LLC	LAA-8946
Concession Agreement	XpresSpa	LAA-8543
Currency Exchange and Business Services Concession Agreement	Lenlyn Ltd dba ICE Currency Services	LAA-8831