

| CONSENT TO CHANGE OF CONTROL IN
DN DAKOTA/JME LAX 8589 FARMERS, LLC
PURSUANT TO CONCESSION AGREEMENT NO. LAA-8589
AT TERMINAL 5, UNITS 5H, 5R, 5T
AT LOS ANGELES INTERNATIONAL AIRPORT

Subject to the conditions of this Consent to Change of Control (“**Consent**”), the City of Los Angeles Department of Airports (hereinafter referred to as “**CITY**”) hereby approves and consents to the change of control of DN DAKOTA/JME LAX 8589 FARMERS, LLC (“**Concessionaire**”) as concessionaire of that First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement LAA-8589, as amended (hereinafter the “**Lease**” and/or “**Concession Agreement**”), which change of control shall occur by virtue of AREAS USA, Inc. (the “**Buyer**”) acquiring from Delaware North Companies, Incorporated (“**Parent**”) 100% of the issued and outstanding capital stock of Travel Hospitality Services, LLC (as successor in interest to Delaware North Companies Travel Hospital Services, Inc.) (“**THS**”) and indirectly (through THS), all of THS’ interests in the Concessionaire (which constitutes a majority of the outstanding shares of Concessionaire) pursuant to that certain Sale and Purchase Agreement, dated as of July 9, 2025 (the “**Change of Control Agreement**”) by and among Buyer, Parent, and for the limited purposes set forth therein, Areas S.A.U.: |

Section 1.0 Notwithstanding the Change of Control Agreement, Concessionaire’s use of space shall be restricted to the areas described in the Concession Agreement and shall be used solely for the purposes set forth therein. For purposes of this Consent, the term “Demised Premises” shall mean the premises in the Concession Agreement.

Section 2.0 Notwithstanding the Change of Control Agreement, Concessionaire shall comply with all obligations under the Concession Agreement with respect to the Demised Premises. Neither the Change of Control Agreement, nor any amendment thereto or any related agreement or otherwise, shall alter the rights and obligations contained in the Concession Agreement without the prior written consent of CITY, and a consent to one such change shall not be deemed to be a consent to any subsequent change. Nothing herein or in the Change of Control Agreement shall be construed as releasing Concessionaire from liability to CITY under the Concession Agreement.

Section 3.0 The Change of Control Agreement and all rights, obligations and provisions thereunder shall be subordinate to, and the Change of Control Agreement shall strictly comply with, and not conflict with, the applicable terms, covenants and conditions of this Consent and the Concession Agreement, as amended or hereafter amended. CITY expressly disavows and rejects all provisions of the Change of Control Agreement to the extent inconsistent with or contrary to the Concession Agreement, and such provisions shall be null and void as to the Concession Agreement.

Section 4.0 The Change of Control Agreement, to the extent it attempts to provide the Concessionaire, Parent and/or Buyer greater rights vis-à-vis CITY than provided under the terms of the Concession Agreement, is disapproved and not consented to by the CITY, and

Concessionaire, Parent, and the Buyer agree that all such provisions in the Change of Control Agreement or any other agreement shall be void and of no effect as to CITY. Concessionaire, Parent, and the Buyer further agree that in the event of a conflict between the terms of this Consent and the terms of the Change of Control Agreement or any other agreement, the terms of this Consent shall prevail as between Concessionaire and CITY. Buyer agrees that it shall cause Concessionaire to continue to strictly comply with the applicable terms, covenants and conditions of the Concession Agreement as amended or hereafter amended, as well as any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by CITY with respect to the operation of AIRPORT, and all orders, directives, conditions, rules or regulations issued, given or imposed by the Chief Executive Officer or Board. Without limiting the foregoing, the Change of Control Agreement shall not limit the CITY's right to require the Buyer to cause Concessionaire to provide the insurance coverage required under the Concession Agreement.

Section 5.0 Cross-Default. A material default or breach of the terms of (i) any other lease, permit or contract held by Buyer with the City and/or (ii) the Concession Agreement shall constitute a material breach of the terms of this Consent and shall be grounds for the termination for cause of this Consent and shall give the City the unilateral right to terminate this Consent for cause, provided that nothing herein shall be construed to limit City's remedies against Concessionaire or Buyer under the Concession Agreement.

Section 6.0 The City may also withdraw this Consent in accordance with the default and termination provisions of the Concession Agreement. No such withdrawal of consent shall impair any of Buyer's rights against Parent arising out of the Change of Control Agreement.

Section 7.0. Notices.

7.1. Written notices to City hereunder shall be given in the manner specified in Section 7.4 to the CEO with a copy to the City Attorney of the City of Los Angeles and addressed to said parties at:

**Deputy Executive Director
Commercial Development Group
Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**City Attorney
Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

and via electronic mail to CDG-Tenant-Notices@lawa.org or to such other address as these parties may designate by written notice to Concessionaire.

7.2. Written notices to Parent hereunder shall be given in the manner specified in Section 16.5.2 of the Concession Agreement to:

Scott Socha
Group President – Parks & Resorts, Travel Hospitality and Australia Division
250 Delaware Ave.
Buffalo, NY 14202

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

7.3. Written notices to the Buyer hereunder shall be given in the manner specified in Section 16.5.2 of the Concession Agreement to:

Carlos Bernal, CEO
Areas USA, Inc.
5301 Blue Lagoon Drive
Suite 690
Miami, FL 33126

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

7.4. The execution of any such notice by the CEO shall be as effective to Parent and Buyer as if it were executed by Board or by Resolution or Order of said Board, and neither Concessionaire nor Buyer shall question the authority of the CEO to execute any such notice.

7.5. All such notices, except as otherwise provided herein, may either be delivered personally to the Office of the City Attorney, Airport Division, or to Concessionaire, or to the Buyer as the case may be, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail. Such notices also may be delivered by a nationally recognized overnight commercial courier service that requires the recipient's signature for delivery, and shall be effective one (1) business day after delivery by such courier.

Section 8.0. Disclosure of Hazardous Substances.

8.1. City hereby notifies Assignee that petroleum products, Asbestos Containing Material (“ACM”) (including, but not limited to, building materials such as floor tile, mastic, roofing, and joint compound), Lead Based Paint (“LBP”), Possible Mercury-Containing Switches and Fluorescent Tubes, and Possible PCB-Containing Materials (including but not limited to fluorescent light ballast and electrical transformers (“Possible PCB”) may be present in structures and materials on the Demised Premises and/or its vicinity. The disclosure in this Section 23 shall only be for purposes of providing Assignee with notice of some substances that may be present on the premises. The disclosure herein shall not be construed as evidence of preexisting substances for purposes of Section 9 above, nor as an admission by either Party regarding the possible existence of hazardous substances on the Demised Premises.

NOTICE IS HEREBY GIVEN TO ASSIGNEE THAT ASBESTOS CONTAINING MATERIALS MAY BE PRESENT IN NUMEROUS STRUCTURES AND MATERIALS IN THE DEMISED PREMISES. ACM MAY BE PRESENT IN SOME BUILDING MATERIALS INCLUDING FLOOR TILE, MASTIC, ROOFING, JOINT COMPOUND AND OTHER VARIOUS MATERIALS. ACM IS REQUIRED BY THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1403. TO BE REMOVED PRIOR TO DEMOLITION, IF ANY;

NOTICE IS HEREBY GIVEN TO THE ASSIGNEE THAT LEAD BASED PAINT MAY BE PRESENT IN VARIOUS STRUCTURES IN THE DEMISED PREMISES INCLUDING WALLS, DOOR AND DOOR COMPONENTS, RAILINGS, TANKS, FLOORS, WINDOW SASHES AND OTHER PAINTED SURFACES.

NOTICE IS FURTHER GIVEN TO ASSIGNEE THAT IF ANY LEAD-BASED PAINT WILL BE DISTURBED, THERE ARE OSHA AND CAL-OSHA REGULATIONS FOR WORKERS DISTURBING LEAD BASED PAINT THAT MUST BE FOLLOWED, AND THE WASTE STREAM MUST BE TESTED TO DETERMINE IF IT HAS TO BE DISPOSED OF AS RCRA HAZARDOUS WASTE, CALIFORNIA HAZARDOUS WASTE, OR CAN BE DISPOSED OF AS CONSTRUCTION DEBRIS. SEE CAL-OSHA CONSTRUCTION LEAD STANDARD (8 CCR 1532.1).

NOTICE IS FURTHER GIVEN TO THE ASSIGNEE THAT POSSIBLE MERCURY CONTAINING SWITCHES AND FLUORESCENT TUBES MAY BE PRESENT IN THE DEMISED PREMISES. PRIOR TO ANY DEMOLITION OF ANY STRUCTURES AT THE DEMISED PREMISES, ANY ACTUAL MERCURY-CONTAINING SWITCHES AND FLUORESCENT TUBES MUST BE REMOVED AND MANAGED FOLLOWING THE REQUIREMENTS OF THE HAZARDOUS WASTE CONTROL ACT AND THE TOXIC SUBSTANCES CONTROL ACT.

NOTICE IS FURTHER GIVEN THAT POSSIBLE PCB-CONTAINING MATERIALS MAY BE PRESENT IN THE DEMISED PREMISES. SUSPECTED PCB-CONTAINING MATERIALS MAY INCLUDE BUT NOT BE LIMITED TO FLOURESCENT LIGHT BALLASTS AND ELECTRICAL TRANSFORMERS. PRIOR TO ANY DEMOLITION IN THE DEMISED PREMISES, ACTUAL PCB-CONTAINING MATERIALS MUST BE REMOVED AND MANAGED FOLLOWING THE REQUIREMENTS OF THE UNIVERSAL WASTE RULE.

NOTICE IS FURTHER GIVEN THAT FUELS, OIL, LUBRICANTS, LEAD ACID BATTERIES, GASOLINE, DIESEL, OTHER VEHICLE FLUIDS, VEHICLE EXHAUST, OFFICE MAINTENANCE FLUIDS, TOBACCO SMOKE, ELECTRONIC CIGARETTE VAPORS, METHANE, AND BUILDING MATERIALS CONTAINING CHEMICALS, SUCH AS FORMALDEHYDE, AND OTHER UNKNOWN HAZARDOUS SUBSTANCES MAY BE PRESENT IN THE DEMISED PREMISES. FURTHERMORE, OTHER PROPERTY IN THE VICINITY OF THE DEMISED PREMISES MAY CONTAIN HAZARDOUS

MATERIALS USED IN THE NORMAL COURSE OF BUSINESS BY CITY OR ITS LESSEES OR ASSIGNEES.

8.2. General Release and Waiver by Assignee. Assignee on behalf of itself and its successors and assigns releases the City from and waives any and all claims of any nature whatsoever, whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or related petrochemicals, ACM, LBP, actual Mercury-fluorescent tubes and switches, and actual PCB-containing materials in the Demised Premises. The Assignee acknowledges and agrees that it has been advised by legal counsel in California and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Assignee further acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes and, to the extent permitted by applicable law, Assignee waives any and all rights it may have to assert that City has not complied with the requirements of Section 25359.7. The provisions of this section 23 shall survive the expiration or earlier termination of the Sublease or the Consent.

8.3. Concessionaire shall notify Buyer of any hazardous substances pursuant to California Health and Safety Code 25359.7, and nothing in this Consent shall be construed to relieve Concessionaire of its obligation to comply with Section 25359.7 and other applicable laws.

Section 9.0. Refurbishment.

9.1. On or before December 31, 2026, Buyer shall: (i) complete all refurbishments in Wolfgang Puck T7 including restore the flooring, improve the bar, update the lighting and improve the furniture; and (ii) complete the mid-term refurbishment of the W Pizza at TBIT Ticketing.

9.2 On or before June 30, 2027, Buyer shall complete the rebranding and mid-term refurbishment of Wahoos in Terminal 6.

9.3 If Buyer fails to complete any of the refurbishments in this Section 9, then Concessionaire and Buyer shall be deemed to be in default for purposes of Section 5.0 above. Concessionaire and Buyer shall be jointly and severally liable for the damages incurred by City or any other parties for such default.

IN WITNESS WHEREOF, CITY has caused this Consent to be executed by the Chief Executive Officer.

DATED: _____, 20 _____

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Consent.

By _____
Chief Executive Officer
Department of Airports

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

Date: _____

By: _____
Assistant/Deputy City Attorney

The foregoing Consent is hereby accepted and the undersigned hereby agree to be bound by the conditions herein stated.

DATED: _____, 2025

ATTEST:

DN DAKOTA/JME LAX 8589 FARMERS,
LLC

By _____
Signature

Print Name
Its: Managing Member / Authorized Signatory

By Robert Thormeier
Signature

Robert Thormeier
Print Name
Its: Managing Member / Authorized
Signatory

DELAWARE NORTH COMPANIES,
INCORPORATED

By: [Signature]
Its: Chairman / CEO / VP / Authorized
Signatory

Date: [Signature]
By: [Signature]
Its: Secretary / Asst. Sec. / Treas. /
Asst. Treas. / Authorized Signatory
Date:

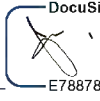
AREAS LISA, INC.
DocuSigned by:
By: Carlos Bernal
54484BEE0352461...
Its: Chairman / CEO
Date: 10/2/2025
DocuSigned by:
By: Vanessa Penaranda
C461CB0489D94F0...
Its: Secretary
Date: 10/2/2025

ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, the Guarantor, hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Consent; (2) Guarantor is the guarantor of Concessionaire's obligations under the First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement LAA-8589 (as amended, "**Agreement**"), pursuant to that certain guaranty executed concurrently with the execution of the Agreement (the "**Guaranty**"); (3) Guarantor approves of Concessionaire's execution of the Consent and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Concession Agreement. This Acknowledgement of Guarantor has been executed as of the date of execution of the Consent by Concessionaire.

"GUARANTOR"

AREAS S.A.U.

By: 
 E78878155E6C49B...
 Signature

Oscar Vela

Print Name

Individual representative of the sole director (Areas Worldwide SAS)

Title

| CONSENT TO CHANGE OF CONTROL IN
DN DAKOTA/JME LAX 8549 PUCKS, LLC
PURSUANT TO CONCESSION AGREEMENT NO. LAA-8549
AT TERMINAL 5, UNIT 5C and TERMINAL 7, UNIT 7D
AT LOS ANGELES INTERNATIONAL AIRPORT

Subject to the conditions of this Consent to Change of Control (“**Consent**”), the City of Los Angeles Department of Airports (hereinafter referred to as “**CITY**”) hereby approves and consents to the change of control of DN Dakota/JME LAX 8549 Pucks, LLC (“**Concessionaire**”) as concessionaire of that First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement LAA-8549, as amended (hereinafter the “**Lease**” and/or “**Concession Agreement**”), which change of control shall occur by virtue of AREAS USA, Inc. (the “**Buyer**”) acquiring from Delaware North Companies, Incorporated (“**Parent**”) 100% of the issued and outstanding capital stock of Travel Hospitality Services, LLC (as successor in interest to Delaware North Companies Travel Hospital Services, Inc.) (“**THS**”) and indirectly (through THS), all of THS’ interests in the Concessionaire (which constitutes a majority of the outstanding shares of Concessionaire) pursuant to that certain Sale and Purchase Agreement, dated as of July 9, 2025 (the “**Change of Control Agreement**”) by and among Buyer, Parent, and for the limited purposes set forth therein, Areas S.A.U.: |

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Section 3.0 The Change of Control Agreement and all rights, obligations and provisions thereunder shall be subordinate to, and the Change of Control Agreement shall strictly comply with, and not conflict with, the applicable terms, covenants and conditions of this Consent and the Concession Agreement, as amended or hereafter amended. CITY expressly disavows and rejects all provisions of the Change of Control Agreement to the extent inconsistent with or contrary to the Concession Agreement, and such provisions shall be null and void as to the Concession Agreement.

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Concessionaire, Parent, and the Buyer agree that all such provisions in the Change of Control Agreement or any other agreement shall be void and of no effect as to CITY. Concessionaire, Parent, and the Buyer further agree that in the event of a conflict between the terms of this Consent and the terms of the Change of Control Agreement or any other agreement, the terms of this Consent shall prevail as between Concessionaire and CITY. Buyer agrees that it shall cause Concessionaire to continue to strictly comply with the applicable terms, covenants and conditions of the Concession Agreement as amended or hereafter amended, as well as any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by CITY with respect to the operation of AIRPORT, and all orders, directives, conditions, rules or regulations issued, given or imposed by the Chief Executive Officer or Board. Without limiting the foregoing, the Change of Control Agreement shall not limit the CITY's right to require the Buyer to cause Concessionaire to provide the insurance coverage required under the Concession Agreement.

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Commercial Development Group
Department of Airports
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**City Attorney
Department of Airports
1 World Way
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Los Angeles, CA 90009-2216**

and via electronic mail to CDG-Tenant-Notices@lawa.org or to such other address as these parties may designate by written notice to Concessionaire.

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Group President – Parks & Resorts, Travel Hospitality and Australia Division
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Buffalo, NY 14202

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7.5. All such notices, except as otherwise provided herein, may either be delivered personally to the Office of the City Attorney, Airport Division, or to Concessionaire, or to the Buyer as the case may be, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail. Such notices also may be delivered by a nationally recognized overnight commercial courier service that requires the recipient's signature for delivery, and shall be effective one (1) business day after delivery by such courier.

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MATERIALS USED IN THE NORMAL COURSE OF BUSINESS BY CITY OR ITS LESSEES OR ASSIGNEES.

8.2. General Release and Waiver by Assignee. Assignee on behalf of itself and its successors and assigns releases the City from and waives any and all claims of any nature whatsoever, whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or related petrochemicals, ACM, LBP, actual Mercury-fluorescent tubes and switches, and actual PCB-containing materials in the Demised Premises. The Assignee acknowledges and agrees that it has been advised by legal counsel in California and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Assignee further acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes and, to the extent permitted by applicable law, Assignee waives any and all rights it may have to assert that City has not complied with the requirements of Section 25359.7. The provisions of this section 23 shall survive the expiration or earlier termination of the Sublease or the Consent.

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9.1. On or before December 31, 2026, Buyer shall: (i) complete all refurbishments in Wolfgang Puck T7 including restore the flooring, improve the bar, update the lighting and improve the furniture; and (ii) complete the mid-term refurbishment of the W Pizza at TBIT Ticketing.

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IN WITNESS WHEREOF, CITY has caused this Consent to be executed by the Chief Executive Officer.

DATED: _____, 20 _____

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Consent.

By _____
Chief Executive Officer
Department of Airports

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

Date: _____

By: _____
Assistant/Deputy City Attorney

The foregoing Consent is hereby accepted and the undersigned hereby agree to be bound by the conditions herein stated.

DATED: _____, 2025

ATTEST:

DN DAKOTA/JME LAX 8549 PUCKS,
LLC

By _____
Signature

Print Name
Its: Managing Member / Authorized Signatory

By Robert Thormeier
Signature

Robert Thormeier
Print Name
Its: Managing Member / Authorized
Signatory

DELAWARE NORTH COMPANIES,
INCORPORATED

By: [Signature]
Its: Chairman / CEO / VP / Authorized
Signatory

Date: Christina Oi
By: [Signature]
Its: Secretary / Asst. Sec. / Treas. /
Asst. Treas. / Authorized Signatory
Date:


AREAS SIGNING
DocuSigned by:
By: Carlos Bernal
54484BEE0352461...
Its: Chairman / CEO
Date: 10/2/2025
DocuSigned by:
By: Vanessa Penaranda
C461CB0489D94F0...
Its: Secretary
Date: 10/2/2025

ACKNOWLEDGEMENT OF GUARANTOR

The undersigned, the Guarantor, hereby represents, acknowledges, and agrees as follows: (1) Guarantor has reviewed the foregoing Consent; (2) Guarantor is the guarantor of Concessionaire's obligations under the First Amended and Restated Los Angeles International Airport Food & Beverage Concession Agreement LAA-8549 (as amended, "**Agreement**"), pursuant to that certain guaranty executed concurrently with the execution of the Agreement (the "**Guaranty**"); (3) Guarantor approves of Concessionaire's execution of the Consent and agrees with its terms; and (4) the Guaranty is hereby reaffirmed, and the Guaranty is and remains in full force and effect and continues to guarantee the prompt payment and performance by Concessionaire of all of the terms of the Concession Agreement. This Acknowledgement of Guarantor has been executed as of the date of execution of the Consent by Concessionaire.

"GUARANTOR"

AREAS S.A.U.

By: 
E78878155E6C49B...
Signature

Oscar Vela

Print Name

Individual representative of the sole director (Areas Worldwide SAS)

Title