

**FIRST AMENDMENT TO NON-EXCLUSIVE PIPELINE RIGHT-OF-WAY  
LICENSE AGREEMENT NUMBER LAA-8972 BETWEEN THE CITY OF LOS  
ANGELES AND SHELL CALIFORNIA PIPELINE COMPANY, LLC**

THIS **FIRST AMENDMENT TO NON-EXCLUSIVE PIPELINE RIGHT OF WAY LICENSE AGREEMENT NUMBER LAA-8972 (“Amendment”)** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 202\_, by and between the **CITY OF LOS ANGELES (“City”)**, a municipal corporation, acting by order of and through its Board of Airport Commissioners (“**Board**”) of the Department of Airports (also known as Los Angeles World Airports or “**LAWA**”), and **SHELL CALIFORNIA PIPELINE COMPANY, LLC (“Licensee”)**. The City and Licensee are referred to herein individually as a “party,” and collectively as the “parties.”

**RECITALS**

WHEREAS, City and Licensee are parties to that certain Non-Exclusive Right-of-Way License Agreement No. LAA-8972 (“**License**”) dated July 1, 2016 (“**Effective Date**”) with respect to certain underground pipelines and facilities and appurtenances related thereto (the “**First Pipeline**” and “**Second Pipeline**” as referenced in Section 1.1 of the License) located at Los Angeles International Airport; and

WHEREAS, the License is currently scheduled to expire on July 1, 2026, and the parties wish to amend the License Agreement to extend the term for an additional ten (10) years, until July 1, 2036; and

WHEREAS, the Parties also wish to amend the License to include the following: (i) a five (5) foot wide right-of-way for one eight-inch (8”) diameter underground pipeline and facilities and appurtenances thereto identified in the area designated as Parcel C in Exhibit A-1 hereto; and (ii) a five (5) foot wide right-of-way for one eight-inch (8”) diameter underground pipeline and facilities and appurtenances thereto identified in the area designated as Parcel D in Exhibit A-1 hereto; and

WHEREAS, City is increasing the monthly rental rate by 15.28 percent, so the rate will increase from \$3.01 per square foot to \$3.47 per square foot (subject to annual adjustments as set forth in the License); and

NOW, THEREFORE, in consideration of the premises, and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the Parties do mutually agree that the License is HEREBY AMENDED AS FOLLOWS:

## AMENDMENT

**Amendment Section 1.** Section 1.1 of the License setting forth the “Description” of the License rights granted shall be amended and restated as follows:

- (i) a five (5) foot wide right-of-entry totaling 4,396.37 lineal feet, or 21,982 square feet (0.5047 acres), for one eight-inch (8”) diameter pipeline and facilities and appurtenances thereto (and as may be altered, modified, changed or improved during the Term pursuant to the terms and provisions of this License, the “**First Pipeline**”), located not less than five (5) feet below the surface of the grade of the Airport, as determined by the City, and originating from that certain real property at Airport, known as the bulk fuel storage area located on World Way West southerly to Imperial Highway (“**First Pipeline Area**”) as delineated on Airport Engineer’s Drawing No. 71083-80, attached hereto as Exhibit A – Parcel A, and made a part hereof (the “**First License Area**”); and
  
- (ii) a five (5) foot wide right-of-entry totaling 30.2 lineal feet, or 138.5 square feet , for one six-inch (6”) diameter pipeline and facilities and appurtenances thereto (and as may be altered, modified, changed or improved during the Term pursuant to the terms and provisions of this License, the “**Second Pipeline**”), located not less than five (5) feet below the surface of the grade of the Airport, as determined by the City, approximately ten and two tenths feet (10.2’) south of Century Boulevard and approximately twenty (20) feet west of the railroad right-of-way adjacent to and west of Aviation Boulevard at Airport (“**Second Pipeline Area**”) as delineated on Airport Engineer’s Drawing No. 91028-80, attached hereto as Exhibit A – Parcel B, and made a part hereof (the “**Second License Area**”); and
  
- (iii) a five (5) foot wide right-of-entry totaling 666.26 lineal feet, or 3,331 square feet, for one eight-inch (8”) diameter pipeline and facilities and appurtenances thereto (and as may be altered, modified, changed or improved during the Term pursuant to the terms and provisions of this License, the “**Third Pipeline**”), located not less than five (5) feet below the surface of the grade of the Airport, as determined by the City, entering LAWA property approximately sixty feet (60’) south of the southeast corner of Sepulveda Boulevard adjacent to World Way and continuing easterly to West Century Boulevard near the eastern edge of Vicksburg Avenue (“**Third Pipeline Area**”) as delineated on Shell California Pipeline Company, LLC exhibit, attached hereto as Exhibit A-1 – Parcel C, and made a part hereof (the “**Third License Area**”); and
  
- (iv) A five (5) foot wide right-of-entry totaling 43.7 lineal feet, or 219.47 square feet , for one eight-inch (8”) diameter pipeline and facilities and appurtenances thereto

(and as may be altered, modified, changed or improved during the Term pursuant to the terms and provisions of this License, the “**Fourth Pipeline**”), located not less than five (5) feet below the surface of the grade of the Airport, as determined by the City, exiting LAWA property from the southeast corner of West Century Boulevard and continuing east to the eastern edge of the Homewood Suites Hilton Hotel’s swimming pool to the two (2) most south bound lanes (“**Fourth Pipeline Area**”) as delineated on Shell California Pipeline Company, LLC exhibit, attached hereto as Exhibit A-1 – Parcel D, and made a part hereof (the “**Fourth License Area**,” and collectively with the First License Area, Second License Area and Third License Area, the “**License Area**”);

- (v) The Parties further acknowledge and agree that the total length of the Third and Fourth Pipelines will be the subject of reconciliation after those pipelines have been officially completed and are reactivated. Upon final measurement of Third and Fourth pipeline lengths, rent will be adjusted upward or downward based upon final pipeline lengths, which may require a survey. Licensee acknowledges and agrees that rent will be reconciled thereafter, which may result in an increase or decrease of rent as of the effective date of pipeline reactivation.

The License rights are non-exclusive and subject to all previously existing license hold and right-of-way interests and the uses now or hereafter made by City for the use of said Airport and in the promotion and accommodation of air commerce, air transportation, aviation or matters incidental thereto.

**Amendment Section 2.** Section 2.0 of the License titled “Term of License” shall be amended and restated as follows:

This License shall commence on the Effective Date and shall terminate twenty (20) years thereafter (the “Term”), unless earlier terminated pursuant to the terms provided in this License. Either party may terminate this License without cause, upon giving the other party a ninety (90) day advanced written notice. The parties acknowledge and agree that as of the Effective Date, the Existing Agreements have expired and are no longer in force and effect except that Article 2, Section 65 (City Held Harmless) thereof shall survive, as well as any obligations of Licensee that expressly survive the expiration or termination of the Existing Agreements.

**Amendment Section 3.** The current Exhibit B of the License; Rental Payments, shall be deleted and replaced with the updated Exhibit B, Rental Payments reflecting the new rental rate, which is attached hereto as Exhibit B and is incorporated herein, and made part of the License.

**Amendment Section 4.** The second paragraph of Section 3.2.1 titled “Annual Adjustments” shall be amended and restated as follows:

Monthly Rent shall be multiplied by the CPI-U for the fourth month immediately preceding the Annual Adjustment Date, i.e., March 1 (hereinafter referred to as the "Adjustment Index"), divided by the said CPI-U as it stood on such month of the prior year (hereinafter referred to as the "Base Index") and the result shall be the "Adjusted Monthly Rent" to be applied effective the twelve month period commencing on the Annual Adjustment Date (i.e., July 1 to June 30), provided the annual adjustment shall not be less than two percent (2%) per year. Rental rates are subject to an annual fixed 3% rate increase effective July 1, 2030, and each year thereafter except when a Periodic Adjustment to Fair Market Rent is scheduled.

**Amendment Section 5.** The License shall be amended to add the following new Section

90.0:

**Section 90.0 Civil Rights – General; Civil Rights -Title VI Assurances [49 CFR §27.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as Amended or Interpreted from Time to Time].**

90.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. In all its activities within the scope of its airport program, Licensee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

90.1.1 The above provision binds Licensee and [its] subcontractors from the bid solicitation period through the completion of the License. If Licensee transfers its obligation to another, the transferee is obligated in the same manner as Licensee. The above provision obligates Licensee for the period during which the property is owned, used or possessed by Licensee and the airport remains obligated to the Federal Aviation Administration.

90.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Licensee further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit N, attached hereto and made a material term of this License, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit N:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities; and
- b. Compliance with Nondiscrimination Requirements

- c. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program
- d. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

90.3 Audit of Subcontracts. LAWA may conduct a review of Licensee's compliance with this Section 90.0. Licensee must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Licensee's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

90.4 Licensee agrees that it shall insert the provisions found in Subsections 90.1 and 90.2, inclusive of Exhibit N in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Licensee grants a right or privilege to any person, firm, or corporation under this License.

**Amendment Section 6.** Except as specifically provided herein, this 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 License, as amended.

**Execution.** This Amendment and any other document necessary for the consummation of the transaction contemplated by this 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 associated 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 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 Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this 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 Amendment based on the foregoing forms of signature. If this 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.

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer of LAWA, and Licensee has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatory attests that they have no personal, financial, beneficial or familial interest in this License.


Date: \_\_\_\_\_

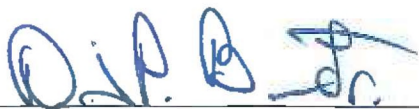
By: \_\_\_\_\_  
John Ackerman  
Chief Executive Officer  
Los Angeles World Airports

By: \_\_\_\_\_  
Deputy City Attorney

ATTEST:

**SHELL CALIFORNIA PIPELINE COMPANY, LLC**

By:   
Secretary (Signature)  
Attorney - In-Fact

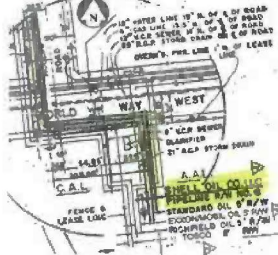
By:   
David P. Bergeron, Jr.  
Attorney-in-Fact

  
Print Name

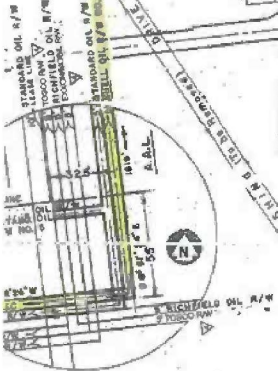
[SEAL]



SECTION 2



DETAIL 'A'  
SCALE: 1\"/>



DETAIL 'B'  
SCALE: 1\"/>

**TOTAL R/W AREA** = 21,902 - 0000  
**PIPELINE** = 28,300 - 0000

NO.	DESCRIPTION	APPROVED BY	DATE
1	REVISED FOR L. ROWO MEMO DATED 10-10-08	MM	10-10-08
2	REVISED FOR R/W PER R/W MEMO DTD 8-2-08	MM	8-2-08
3	ADDED R/W PER R/W MEMO DTD 11-30-08	MM	11-30-08
4	ADDED TOTAL R/W AREA	MM	11-30-08

CITY OF LOS ANGELES  
 DEPARTMENT OF AIRPORTS  
 LEASE EXHIBIT  
 SHELL CALIFORNIA PIPELINE CO. LLC  
 PIPELINE R/W NO. 6  
*Mal M. Pacheco*

EXHIBIT A - PARCEL A

EXHIBIT A - PARCEL B

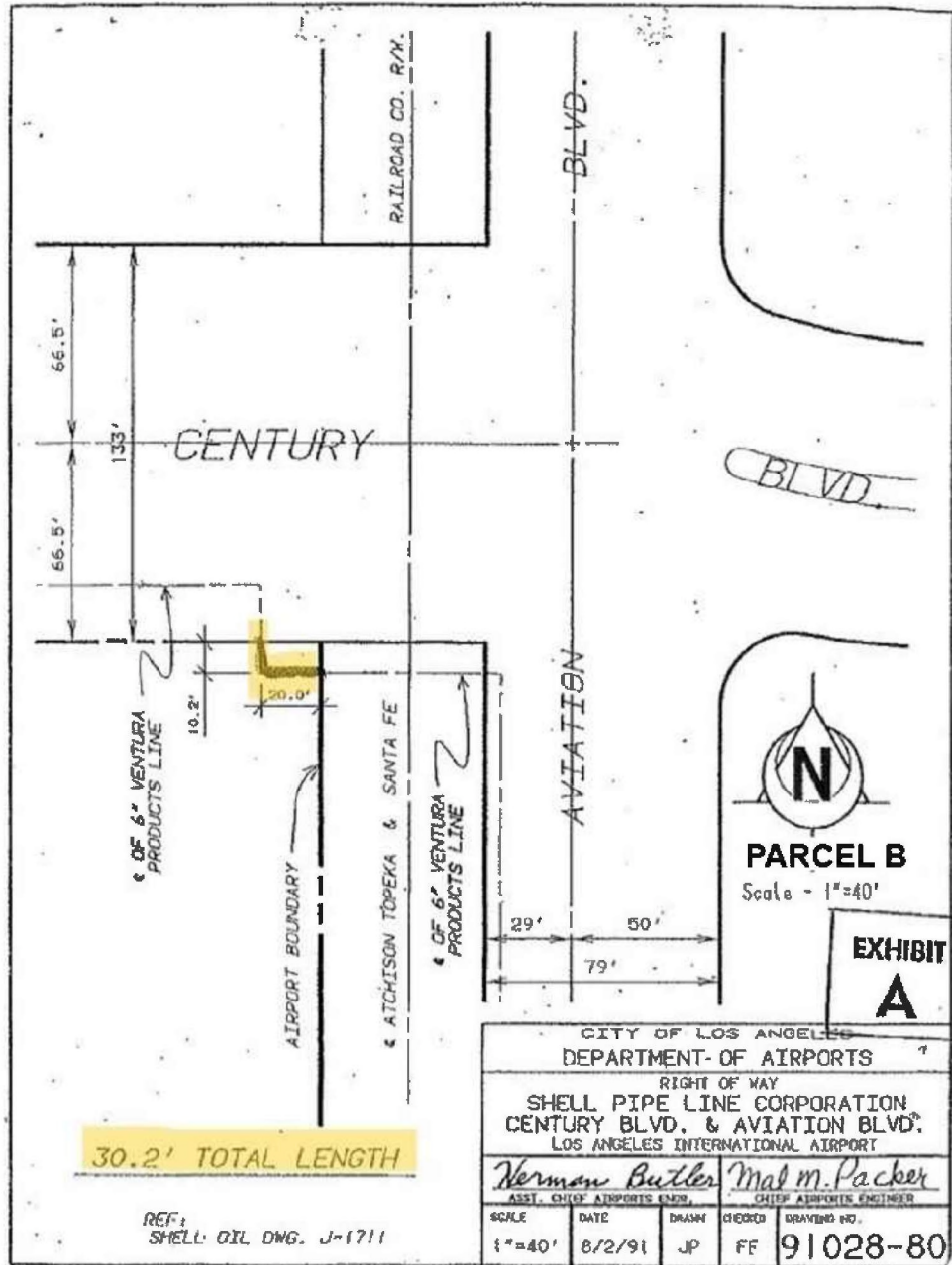


EXHIBIT A  
ENGINEER'S DRAWING



PIMMA EXHIBIT: MAP OF PROPERTY PRIOR TO START OF CONSTRUCTION PIPELINES IN GREEN ARE SHELL CALIFORNIA PIPELINE



LOS ANGELES WORLD AIRPORTS

SHELL CALIFORINA PIPELINE COMPANY, LLC

EXHIBIT B

RENTAL PAYMENTS

<u>Description</u>	<u>AREA</u>	<u>RATE/PSFPY</u>	<u>ANNUAL TOTAL</u>	<u>MONTHLY RENT</u>
PARCEL A - Pipeline (8") Right-of-Way Engineer's Drawing No. 71083-80	21,982.00 SF	\$3.47	\$ 76,277.54	\$ 6,356.46
PARCEL B - Pipeline (8") Right-of-Way Engineer's Drawing No. 91028-80	138.50 SF	\$3.47	\$ 480.60	\$ 40.05
PARCEL C - Pipeline (8") Right-of-Way LAA-8972	3,331.40 SF	\$3.47	\$ 11,559.96	\$ 963.33
PARCEL D - Pipeline (8") Right-of-Way LAA-8972	219.50 SF	\$3.47	\$ 761.67	\$ 63.47
<b>TOTALS:</b>	<b>25,671.40 SF</b>		<b>\$ 89,079.76</b>	<b>\$ 7,423.31</b>

**FAITHFUL PERFORMANCE GUARANTEE: \$22,269.94 (3 MONTHS RENT)**

Rental fees and other charges, as set forth in this Exhibit B are subject to adjustments pursuant to the terms of the License Agreement.

RD:PA

## EXHIBIT "B" (CONT.)

- A** IMPERIAL HIGHWAY, WEST OF MAIN ST. NORTH INTO EDGE OF AIRFIELD PAST RUNWAYS 25-L AND 25-R, THEN A RIGHT TURN EAST 411 FT. THEN A LEFT TURN NORTH FOR 1,519 FT, FOLLOWED BY A LEFT TURN WEST 103.85 FT, FOLLOWED BY A TURN RIGHT 76.50 FT INTO LAXFUEL. SEE EXHIBIT A, PARCEL A.
- B** INTERSECTION OF CENTURY BLVD. AND AVIATION BLVD., SOUTHWEST CORNER OF STREET. ABOVE GROUND PIPELINE PARTIALLY UNDER THE MTA RAIL OVERPASS. SEE EXHIBIT A, PARCEL B.
- C** LANDSCAPED AREA FROM EAST EDGE OF SEPULVEDA BLVD. AND CENTURY BLVD. TO THE EASTERN EDGE OF VICKSBURG AVE. PRIMARILY LANDSCAPED AREA WITH LAX SIGN. SEE EXHIBIT A-1, PARCEL C.
- D** WITHIN PAVED LAWA STREET, W. CENTURY BLVD. SOUTHERN MOST LANES, PERPENDICULAR SOUTH TO THE HILTON HOMESUITES SWIMMING POOL. LANES 3 AND 4, TRAFFIC DRIVING EAST ON CENTURY BLVD. AND ON WORLD WAY SEE EXHIBIT A-1, PARCEL D



## CIVIL RIGHTS – TITLE VI ASSURANCES

**Civil Rights – Title VI Assurances.** In accordance with, and as amended or interpreted from time to time, 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013.

- I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

EXHIBIT N

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

II. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**EXHIBIT N**

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LAWA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to LAWA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, LAWA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as LAWA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request LAWA to enter into any litigation to protect the interests of LAWA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Agreements for the Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, and in the case of deeds and leases intends as a covenant running with the land, that:

**EXHIBIT N**

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to contracts, in the event of breach of any of the above Nondiscrimination covenants, LAWA will have the right to terminate the contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the contract had never been made or issued.
  - C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, LAWA will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of LAWA and its assigns.
- IV. Agreements for the Construction/Use/Access to Real Property Acquired Under the Airport Improvement Activity, Facility, or Program.
- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, and in the case of deeds and leases intends as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
  - B. With respect to contracts, in the event of breach of any of the above Non-discrimination covenants, LAWA will have the right to terminate the contract and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said contract had never been made or issued.

**EXHIBIT N**

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, LAWA will there upon revert to and vest in and become the absolute property of LAWA and its assigns.

**EXHIBIT N**