

Master Exhibits for Tenant Improvements

Master exhibits identifying tenant space(s), use and occupancy are available for [Terminals 4, 5, 7, & 8]. All Tenants are required to comply with the requirements and modifications outlined therein. The master exhibits demonstrate Code compliance for each terminal with respect to the 2011 LABC and the following:

- Required exits and exit paths, including occupant loading
- Disabled access path of travel, restrooms, etc.
- Plumbing fixture counts based on the defined occupant load

Zoning & Entitlements

Required Conditional Use Permit – Conditional Use for Beverages (for the sale, consumption of alcoholic beverages on the premises).

Commercial Development Group - General Requirements for all Tenant Projects

Here is a summary of the items we include:

Executed Agreement: The Tenant (Permittee) shall not undertake any work within the premises until and unless an agreement covering the property upon which the construction is being performed has been fully executed by all parties.

Ownership of Improvements and Alterations: Ownership of all improvements and alterations constructed or installed by the Tenant (Permittee), or at the Tenant's (Permittee's) direction shall be and remain with the City of Los Angeles. The Tenant (Permittee) understands that it may be required to remove its equipment, modifications, installations, and alterations from any area of the terminal at any time upon notice from LAWA.

Reimbursements: None of the costs incurred for this construction shall be reimbursable by LAWA, through rent or by any other means, unless otherwise stipulated in the agreement/Tariff/UTC or under a separate construction reimbursement agreement.

Sublease (If applicable): An executed copy of the Tenant's sublease agreement has been submitted to LAWA and that the Sublessee shall not undertake any work within the premises until and unless a consent to sublease covering the property upon which the construction is being performed has been fully executed by all parties (Lessee, Sublessee, and LAWA) prior to construction.

Modifications: The Tenant (Permittee) is aware that LAWA may make modifications to the improvements and alterations at any time.

Utility Meters: Tenant (Permittee) shall install private utility meters, where applicable, or utility sub-meters per your agreement and that a complete listing of meter numbers and locations (room numbers) are provided to LAWA upon the substantial completion of the project.

Electrical Submeter: The electrical contractor shall install an electrical sub-meter for monitoring your electrical usage in a LAWA designated location. Sub-meters shall be fully digital and shall display the kilowatt-hour/demand, as approved by LAWA. An acceptable sub-meter manufacturer is E-Mon D-Mon, Class 2100, with built in wireless transceiver and demand reading option. The sub-meter must be labeled with an identification number and master lease exhibit and number for the area served.

Mid-Term Refurbishment Documentation: Upon completion of the project, detailed documentation of all mid-term refurbishment expenses shall be submitted to LAWA to demonstrate compliance with the mid-term refurbishment obligations of your Concession Agreement. The documentation shall include all documents needed for LAWA to readily confirm that you have complied with the mid-term refurbishment requirements of your Concession Agreement. The documentation shall include but be limited to a spreadsheet summarizing and cross-referencing clearly marked attached invoices, cancelled checks, and receipts.

Interference with Wiring of Other Terminal Occupants; Renovation, equipment, and conduit will be installed in a manner that will not interfere or interrupt the wiring of other terminal occupants (including concessionaires) and equipment in the concourse. Any interference with other terminal occupant's wiring caused by proposed renovation, equipment, and/or conduit installation shall be removed and/or relocated by the Tenant (Permittee) at no cost to LAWA.

Advertising: a) No advertising of any kind shall be permitted; b) The Tenant (Permittee) shall provide in detail what content will be displayed on the monitors (Self Service Kiosk, FIDS, etc.) during the passive/active mode; and, c) No audio of any kind is permitted from any monitors at the pylons, gates, or from back screen monitors.

Non-Exclusive Use: Unless otherwise restricted by other agreement, at LAWA's discretion, equipment installed by the Tenant (Permittee) may be used by other occupants.

And, below is language from the Tariff/Lease that may also need to be included.

1.0 Alterations, etc.

1.1. Landlord's Consent. The Tenant may make alterations, installations, additions and improvements in and to the Tenant Areas (referred to as "Alterations") provided that the Tenant complies with the provisions of this Section 1 and, except as provided in Section 1.2, provided that the Tenant first obtain the Landlord's consent in accordance with Section 1.3.

1.2. Alterations not Requiring Consent. The Tenant may, without the Landlord's consent, make Alterations in the Demised Premises (but not in any of the other Tenant Areas) consisting of furniture, furnishings, painting, carpeting, wall coverings and other decorative changes.

1.3. Alterations Requiring Consent. If the Landlord's consent is required for any Alteration, the Tenant's initial request for the consent shall include reasonably detailed preliminary plans for the Alteration. If the Landlord shall approve the preliminary plans, the Tenant will prepare working drawings and specifications that are in all respect accurate reflections of the approved preliminary plans and will submit for approval to the Landlord two copies of the working drawings and one copy of the specifications. The Tenant will not commence work on the proposed Alteration until

the Landlord shall have approved the working drawings and specifications, as well as (in the Landlord's reasonable discretion) the identity of the architects, engineers, contractors and major subcontractors who the Tenant proposes to construct the Alteration. No material modifications shall be made to the working drawings or specifications, or in the construction of the Alteration described by them, without the prior consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant will pay to the Landlord, within 30 days after demand therefor, the Landlord's actual and reasonable out of pocket costs (as well as a reasonable allowance for the internal costs of the Landlord's use of its own employees) incurred in reviewing or considering any Alterations, and inspecting construction of the Alterations.

- 1.4. Performance of Alterations. Before the commencement of any Alteration, the Tenant will obtain and deliver to the Landlord (i) all required permits, (ii) insurance for the contractor for such coverages and in such amounts as may be reasonably acceptable to the Landlord, and (iii) surety bonds or other security in such amounts and otherwise reasonably satisfactory to the Landlord. All of the Tenant's Alterations shall be (i) effected at the Tenant's expense and promptly and fully paid for by the Tenant, (ii) performed with due diligence, in a good and workmanlike manner and in accordance with all Legal Requirements and Insurance Requirements, (iii) made under the supervision of a licensed architect or licensed professional engineer reasonably satisfactory to the Landlord, and (iv) performed without unreasonably interfering with (A) the use and occupation or conduct of the business of any other tenant or occupant of the Building, (B) any construction work being performed elsewhere in the Building by the Landlord or by any other tenant or occupant of the Building, or (C) ingress and egress to, in and from the Building or any other premises demised in the Building. In the course of effecting any Alterations the Tenant will use good faith efforts to minimize noise and dust and will keep the Tenant Areas, Building Common Areas, and Vertical Areas clean and neat. Upon completion of the Alteration, the Tenant will furnish to the Landlord, at no charge, two complete reproducible sets of record or as-built drawings of the Alterations, and one complete set in an electronic format that complies with the then current computer aided design standards of the Landlord. The drawings must include any applicable permit numbers, the structural and other improvements installed by the Tenant in the Tenant Areas, and the location and details of installation of all equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. The Tenant will keep the record or as-built drawings current by updating them in order to reflect any changes or modifications that may later be made in or to the Tenant Areas. Within 120 days following the Completion of the Alteration, the Tenant will prepare and submit to the Landlord a construction report including the following information regarding the Alteration: (1) a description of the type of improvements constructed or altered, (2) the floor area or capacity of the improvements constructed or altered, (3) the total cost of the Alteration, (4) the completion date for the Alteration, and (5) a copy of the certificate of occupancy for the Alteration (or for the Tenant Areas, after giving effect to the Alteration). Without limiting the generality of the remedies available to the Landlord for any breach, if the Tenant shall fail to timely and completely perform its obligations under the immediately preceding sentence of this Section 1.4 and the failure shall continue for more than 5 days after the Tenant receives written notice from the Landlord of such failure, the Tenant will pay to the Landlord, as additional rent, a late charge equal to \$500 for each day for which the failure continues.

- 1.5. Ownership of Improvements and Alterations. Other than Tenant's Property, ownership of all improvements and equipment existing in the Tenant Areas on the Lease Commencement Date is and shall be in the Landlord. Ownership of all improvements, additions, alterations and equipment constructed or installed in the Tenant Areas at the Landlord's expense after the Lease Commencement Date shall be and remain in the Landlord. During the Term, the Tenant shall own all Alterations constructed or installed at the Tenant's expense unless the Tenant has transferred its ownership interests to the Landlord in which case the ownership of such Alterations shall be in the Landlord. Except as otherwise agreed to in the Settlement Agreement, upon the expiration or earlier termination of the Term, all Alterations, other than equipment, trade fixtures and similar installations that are removable without material damage to the Tenant Areas, shall become the property of the Landlord (without compensation to the Tenant), unless the Landlord requests that the Tenant remove some or all of the equipment, trade fixtures, and similar installations, in which case the Tenant will promptly remove them at the Tenant's expense. All items of Tenant's Property remaining in the Tenant Areas or at the Building shall, if not removed by the Tenant within three Business Days following the end of the Term, be deemed abandoned and shall, at the Landlord's election (i) be disposed of in any manner selected by the Landlord, at the Tenant's expense, or (ii) become the property of the Landlord. The Tenant will promptly repair any damage to the Tenant Areas or the Building resulting from the removal of any items of Tenant's Property.