

# 29080

## FIRST AMENDMENT TO AGREEMENT NO. 29080

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2 This First Amendment to Agreement No. 29080 ("Amendment") is made  
3 and entered, in duplicate, pursuant to a minute order adopted by the City Council of the  
4 City of Long Beach on March 8, 2005, by and between the CITY OF LONG BEACH, a  
5 municipal corporation ("Airport"), and CLEAR CHANNEL OUTDOOR, INC., a Delaware  
6 corporation, d/b/a CLEAR CHANNEL AIRPORTS ("Concessionaire"), as successor-in-  
7 interest to IN-TER-SPACE SERVICES, INC., a Pennsylvania corporation ("Original  
8 Concessionaire").

9 WHEREAS, Airport and Original Concessionaire previously entered into an  
10 Airport Advertising Concession Agreement dated April 14, 2005 ("Agreement"); and

11 WHEREAS, Airport and Concessionaire now desire to amend the  
12 Agreement to reflect Airport's exercise of its extension option, among other things;

13 NOW, THEREFORE, Airport and Concessionaire mutually agree as follows:

14 1. This Amendment shall be effective as of the date on which this  
15 Amendment is executed by all parties (the "Effective Date").

16 2. As provided in Section 1.1 of the Agreement, the term of the  
17 Agreement is hereby extended for a five (5) year period, so that the expiration date of the  
18 Agreement shall be June 30, 2015.

19 3. Section 1.3 is hereby amended and restated in its entirety to read as  
20 follows:

21 "1.3 On or before the date which is six (6) months after the opening of any new  
22 terminal facilities, Concessionaire shall invest an additional Seventy-Five Thousand  
23 Dollars (or such lesser amount as reasonably acceptable to the City Manager or  
24 designee) into the advertising program at the Airport. Concessionaire shall provide  
25 documentary evidence of such investment, reasonably acceptable to Airport, such as  
26 paid invoices, time sheets, receipts, or tax records confirming the required investment."

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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1                   4.       Section 19.4 of the Agreement is hereby amended so that the notice  
2 addresses for Airport and Concessionaire, respectively, are as follows:

3                    “If to Airport:  
4                    City of Long Beach,  
5                    Long Beach Airport  
6                    4100 E. Donald Douglas Drive, 2<sup>nd</sup> Floor  
7                    Long Beach, CA 90808  
8                    Attn: Airport Director

9                    If to Concessionaire:  
10                   Clear Channel Airports  
11                   4635 Crackersport Road,  
12                   Allentown, PA 18104  
13                   Attn: Legal Department”

14                   5.       Concessionaire acknowledges that Airport has recently commenced  
15 a long-term construction project which will impact advertising locations during the entirety  
16 of the extended term. While the impact of the construction project on advertising  
17 locations is uncertain at this time, it is unlikely that, at all times over the term of the  
18 Agreement, Airport will be able to provide advertising locations in equal number,  
19 passenger exposure and commercial advertising value as originally contemplated under  
20 the Agreement. Nevertheless, Airport shall use its best efforts to minimize any reductions  
21 in advertising locations, passenger exposure and commercial advertising value in  
22 accordance with Section 2.5 of the Agreement.

23                   6.       All terms, covenants, and conditions of the Agreement, except as  
24 amended herein, shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

"Airport"

CITY OF LONG BEACH, a California municipal corporation

Assistant City Manager

By: [Signature]  
Name: Patrick H. West EXECUTED PURSUANT  
Title: City Manager TO SECTION 301 OF  
THE CITY CHARTER.

"Concessionaire"

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, d/b/a Clear Channel Airports

By: [Signature]  
Name: MICHAEL RILLY  
Title: Co-PRESIDENT

By: [Signature]  
Name: LOREN SPANDE  
Title: Co-PRESIDENT

Approved as to form this 6 day of May, 2010.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

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