

SECOND AMENDMENT TO
FOREIGN-TRADE ZONE DEVELOPER AGREEMENT NO. 2537
BETWEEN THE CITY OF LOS ANGELES AND
PROLOGIS TARGETED U.S. LOGISTICS FUND, L.P.

THIS SECOND AMENDMENT to Agreement No. 2537 is made between the CITY OF LOS ANGELES, a municipal corporation (hereinafter called "City"), acting by and through its Board of Harbor Commissioners (hereafter called "Board"), and PROLOGIS TARGETED U.S. LOGISTICS FUND, L.P. (hereafter called "Developer").

WHEREAS, City and Developer wish to extend the Term of Agreement No. 2537 an additional five (5) years; and

WHEREAS, City and Developer further desires to modify language to Agreement No. 2537; and

NOW, THEREFORE, BE IT RESOLVED, that Agreement No. 2537 between the City of Los Angeles and Prologis Targeted U.S. Logistics Fund, L.P., be hereby amended as follows:

1. Section III. TERM AND RENEWAL, the term of this Agreement shall be extended an additional five (5) years beginning on August 1, 2017 and ending on July 31, 2022.

2. Section IV. INDEMNIFICATION, is deleted in its entirety and shall be replaced with the following:

“IV. INDEMNIFICATION

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Developer undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Developer's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Developer or its

subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

Except as amended herein, all remaining terms and conditions of Agreement No. 2537 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement No. 2537 on the date to the left of their respective signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

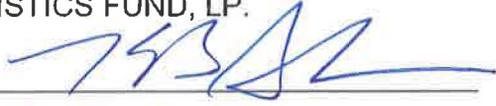
Dated: _____, 2017

By: _____
Executive Director

Attest: _____
Board Secretary

PROLOGIS TARGETED U.S.
LOGISTICS FUND, LP.

Dated: May 23, 2017

By: 
Kim Snyder, President
(Print/Type Name and Title)

Attest: 
Douglas P. McGregor, Senior Vice President
(Print/Type Name and Title)

APPROVED AS TO FORM

June 15, 2017
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: 
HELEN J. SOK, City Attorney

HJS:jpr
3/30/17