

**SECOND AMENDMENT TO LEASE NO. LAA-8781
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND UNITED PARCEL SERVICE, INC.
FOR PREMISES AT 6041 WEST IMPERIAL HIGHWAY,
LOS ANGELES, CALIFORNIA**

THIS SECOND AMENDMENT TO THE LEASE (this "Second Amendment") is made and entered into as of September 6, 2022 (the "Amendment Effective Date") between the City of Los Angeles, acting by and through its Board of Airport Commissioners ("Board") of the Los Angeles World Airports ("LAWA"), a department of the City of Los Angeles (collectively, "City"), and UNITED PARCEL SERVICE, INC. ("Lessee"). City and Lessee are each a "Party" to this Second Amendment, and collectively are referred to herein as "Parties". Los Angeles International Airport is referred to herein as "Airport".

RECITALS

The Parties hereby acknowledge and agree that their respective decisions to enter into this Second Amendment are premised on the following recitals which set forth certain facts upon which the Parties agree:

A. City and Lessee entered into a Lease dated September 6, 2013 for premises at 6041 West Imperial Highway at Los Angeles International Airport, which lease was designated as Lease no. LAA-8781, and was amended on September 6, 2018 (as amended, the "Lease"). Unless otherwise specified, all capitalized terms in this Second Amendment shall have their meanings as set forth in the Lease.

B. The Parties have agreed to extend the term of the Lease under the terms and conditions of this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Surrender of Premises.

(a) Article 1, Section 1.2 is hereby deleted in its entirety and replaced with the following:

"1.2. **Acceptance and Surrender.** It is understood and agreed that Lessee accepts the Demised Premises in an "as is" condition. Lessee agrees to surrender the Demised Premises upon the expiration or earlier termination of this Lease in a condition substantially similar to the condition of the Demised Premises on the date of first occupancy of the Demised Premises by Lessee, , except as modified in accordance with Article 1, Section 4 Required Repairs and

Improvements by Lessee, Article 2, Section 7 Improvements and Alterations, Article 2, Section 9 Modification to Size of Demised Premises, Article 2, Section 11 Signs, and Article 2, Section 12 Maintenance and Repair of Demised Premises or any other modifications made pursuant to this Lease, herein, ordinary wear and tear excepted. Lessee shall comply with the requirements for surrender of the Demised Premises stated in Exhibit D-1. If Lessee fails to surrender the Demised Premises in the condition required under this Section 1.2, then City may restore the Demised Premises to such condition at Lessee's sole cost."

(b) Exhibit D-1 to this Second Amendment is hereby added as Exhibit D-1 to the Lease.

Section 2. Term of the Lease. Article 1, Section 2.1 is hereby deleted in its entirety and replaced with the following:

"2.1 This Lease shall commence as of September 6, 2013 and shall expire September 5, 2025, subject to the Extension Option in Section 2.1.1 below, unless earlier terminated pursuant to the terms provided in this Lease. Either Party may terminate the Lease upon ninety (90) days' prior written notice to the other Party.

2.1.1 Extension Option. Lessee shall have two (2) options to request to extend the term of this Lease (each request, an "Extension Request") for one (1) year, subject to the Chief Executive Officer's approval in his/her sole discretion (to the extent such Extension Request is submitted by Lessee and approved by the Chief Executive Officer, an "Option Term") if and only if no Default Event (as defined under Article 2, Section 20.1) has occurred and is continuing and ongoing beyond all applicable cure periods. The Extension Request shall be exercisable by Lessee's delivery to the Chief Executive Officer of an irrevocable written notice exercising such Extension Request no later than sixty (60) days prior to the expiration date of the current term, provided that the Chief Executive Officer may accept an Extension Request thereafter at its sole discretion. The Chief Executive Officer shall have thirty (30) days from receipt of the Extension Request to notify Lessee of its determination of whether to approve the Extension Request, or else the Extension Request shall be deemed approved.

During the Option Term, the terms and conditions of this Lease shall continue in effect except as to terms and conditions of this Lease which are either expressly or by their operation applicable only during the original Term of this Lease. The exercise of an Extension Option shall not require an amendment to this Lease and shall not require the prior approval or later ratification by the Board or the Los Angeles City Council. For purpose of this Lease, unless otherwise provided herein, the phrase, "Term of the Lease" and/ or "Term" shall include the Option Term if the Extension Option is exercised in accordance with this provision."

Section 3. Parking. Article 1, Subsection 3.5 and 3.6 are hereby added as follows:

“**3.5. Parking Spaces:** Lessee shall make an adequate number of automobile parking spaces available for all persons needing access to the Demised Premises, including Lessee’s employees, contractors, sublessees, invitees, visitors, and other users of the leasehold (“Lessee Parties”), without infringing upon the rights of the City, other tenants, or other third parties, provided that nothing in this Lease shall be construed to provide any third parties with any causes of action against City or Lessee. Within 30 days from the Effective Date, Lessee shall submit a parking plan, which shall be subject to City’s review and approval, and shall require Lessee Parties to park in accordance with such City-approved parking plan.

3.6. Truck Management. Lessee shall be responsible for the control and management of trucks servicing the Demised Premises including any such trucks staging on the surrounding areas. Trucks servicing the Demised Premises shall not block or restrict City or third parties (including but not limited to adjacent tenants) from accessing their property or leaseholds.”

Section 4. Annual Adjustments. Article 1, Section 5.2.1 is hereby deleted in its entirety and replaced with the following:

“**5.2.1. Annual Adjustments.** Except when adjusted as provided in Article 1, Subsection 5.2.2. Periodic Adjustment to Fair Market Rental, below, the Monthly Rent for the Demised Premises covered under this Lease shall be subject to automatic, annual rental adjustments on July 1 (hereinafter referred to as "Annual Adjustment Date"). The Monthly Rent shall be revised and adjusted on the Annual Adjustment Date to three percent (3%) over the prior year.”

Section 5. Metering. Article 1, Section 6.4 is hereby added as follows:

“**6.4.** Without limiting the foregoing, if City adopts written requirements for Smart Meters or Advanced Metering Infrastructure for all similarly situated City-owned properties at Airport (“AMI,” as defined more particularly below), then Lessee shall install AMI at its sole cost upon City’s request. For purposes of this Section 6.4, AMI shall mean systems that measure, collect, and analyze energy usage, and communicate with metering devices such as electricity meters, gas meters, and water meters, either on request or on a schedule. These systems include hardware, software, communications, consumer energy displays and controllers, customer associated systems, meter data management software, and supplier business systems. Lessee shall provide utility consumption information to City upon request.”

Section 6. Exhibit B. Exhibit B to the Lease is hereby replaced with Exhibit B to this Second Amendment.

Section 7. Rental Payments Address. Article 2, Section 2.2 is hereby deleted in its entirety and replaced with the following:

“2.2. All payments shall be mailed to the following address:

**LAWA Los Angeles World Airports
P.O. Box 102662
Pasadena, CA 91189-2662”**

Section 8. Insurance. Article 2, Section 14.8 is hereby deleted in its entirety.

Section 9. Effect of This Second Amendment. Except as modified by this Second Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Second Amendment. If there is any conflict between the provisions of this Second Amendment and the provisions of the Lease, the provisions of this Second Amendment shall prevail. Whether or not specifically amended by this Second Amendment, all terms and provisions of the Lease are amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.

Section 10. Integration; No Third Party Beneficiaries. No provisions of the Second Amendment may be further amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. Except as expressly provided for herein, this Second Amendment is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

Section 11. Governing Law; Interpretation. This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Lease and this Second Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Second Amendment has been negotiated and drafted at arms length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this Second Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Second Amendment shall not be affected thereby, and each provision of this Second Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 12. Rights of United States Government; National Emergency. The Lease and this Second Amendment shall be subordinate to the provisions and requirements of any existing or future agreement(s) between City and the United States relative to the development, operation or maintenance of LAX, including but not limited to Airport Grant Assurances. Furthermore, the Lease and this Second Amendment shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, taking over, or use (whether exclusive or nonexclusive) of LAX during war or a national emergency.

Section 13. Counterparts and Electronic Signatures. This Second Amendment and any other document necessary for the consummation of the transaction contemplated by this Second 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 associate 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 agreement, 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 Second 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 Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second 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 Second Amendment based on the foregoing forms of signature. If this Second 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.

SIGNATURE BLOCKS

IN WITNESS WHEREOF, the parties hereto have themselves or through their duly authorized officers caused this Lease to be executed as of the day and year hereinbelow written.

APPROVED AS TO FORM:
MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

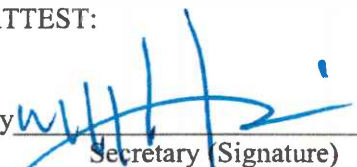
Date: _____

By: _____
Deputy/Assistant City Attorney

By _____
Chief Executive Officer
Department of Airports

ATTEST:

UNITED PARCEL SERVICE, INC.

By  _____
Secretary (Signature)

Michael J. Francesconi
Print Name

By  _____
Signature

THOMAS FOOTE
Print Name

[SEAL]

DIRECTOR
Print Title

**United Parcel Service
6041 Imperial Highway
Rent Exhibit**

<u>Description</u>	<u>Monthly Rent</u>
<u>Building:</u> 13,795 Square Feet @ \$25.50 Per Square Foot Per Year	\$ 29,312.04
<u>Cargo Land:</u> 47,895 Square Feet @ \$4.89 Per Square Foot Per Year	\$ 19,530.94
<u>Aircraft Paving:</u> 9,844 Square Feet @ \$0.94 Per Square Foot Per Year	\$ 774.37
<u>Auto Parking:</u> 24,256 Square Feet @ \$0.48 Per Square Foot Per Year	\$ <u>965.00</u>
Total:	\$50,582.35

Faithful Performance Guarantee (FPG) \$151,747.05

Note:

1. The Cargo Land Rate is subject to Board approval and will be Effective January 1, 2022, and adjusted by CPI on July 1, 2022, if approved.
2. Rental rates will be adjusted annually pursuant to the terms of the lease.

EXHIBIT D-1: MOVE-OUT CONDITIONS

Lessee shall surrender the Demised Premises in the same condition as received, ordinary wear and tear, casualty loss, and condemnation excepted as stated in the Lease. Before surrendering the Demised Premises, Lessee shall remove all personal property, trade fixtures, and such alterations or additions to the Demised Premises made by Lessee as may be required herein. The following list is designed to assist Lessee with the move-out procedures but is not intended to be all inclusive. Upon Lessee's completion of its surrender obligations as provided in this Lease, please contact the City property manager to coordinate turning in keys, utility and fiberoptic internet changeover, if any, and scheduling an inspection of the Demised Premises. In the event Lessee fails to arrange a joint inspection of the Demised Premises with Landlord upon Lessee's vacating of the Demised Premises, City's inspection at, or subsequent to, Lessee's vacation of the Demised Premises shall be conclusively deemed correct for the purpose of determining Lessee's responsibilities with respect to the repair and restoration of the Demised Premises.

1. Lights: All interior office, warehouse, dock, emergency and exit lights will be fully operational with all bulbs, ballasts and fixtures functioning.
 2. Dock Levelers, Service Doors and Truck Doors: All truck doors, service doors, and dock levelers shall be serviced and placed in good operating order, including the replacement of any dented or damaged truck door panels and adjustment of door tension to insure proper operation. All door panels which are replaced must be painted to match the building standard.
 3. Dock Seals/Dock Bumpers: Free of tears and broken backboards repaired. All dock bumpers must be left in place and well secured.
 4. Columns: All columns in the warehouse and office shall be inspected for damage caused by Lessee. Necessary structural repairs must be pre-approved by Landlord prior to implementation. Any markings removed.
 5. Warehouse Floor: Free of stains and swept clean with no racking bolts and other protrusions or holes left in floor. Cracks, spalling, and racking bolt damage must be repaired with mm-80 (or equivalent) epoxy or polymer to match concrete color and finished smooth with slab surface. All floor striping (including paint or tape) in the Demised Premises shall be removed with no residual staining or other indication that such striping or taping existed, except for any striping as may be required by any Governmental Agency having jurisdiction, or any striping deemed acceptable by City.
 6. Lessee-Installed Equipment and Wiring: Air lines, conveyor or process electrical distribution, junction boxes, char broilers, boilers, generators, conduit, underground and above-ground storage tanks, etc., removed and space returned to the original condition when leased.
 7. Walls: Sheetrock (drywall) and/ or plywood damage patched and fire-taped so that there are no holes in either office or warehouse walls. Any damage to perimeter concrete or metal walls similarly repaired.
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8. Floor Finishes (Carpet and Tile): Carpet and vinyl or ceramic tiles should be in a clean condition and absent any holes or chips, ordinary wear and tear excepted provided they have been maintained.
 9. Roof: Any Lessee-installed equipment must be removed with all roof penetrations properly repaired by a licensed roofing contractor approved by City. Roof shall be inspected and repaired in needed in accordance with Landlord's maintenance and repair recommendations.
 10. Signs: All exterior signs must be removed with holes patched and painted to match building standard paint as necessary. All window or other interior signs must be removed.
 11. Electrical & Plumbing: All electrical and plumbing equipment to be returned in good working condition conforming to code.
 12. HVAC System: HVAC system shall be tested and placed in good working condition.
 13. Elevators: All elevators shall be serviced, inspected, and placed in good operating order.
 14. Emergency Power Generator must be functional and in good working condition.
 15. Fire, life, and safety systems: All fire, life, and safety systems shall be serviced, inspected, and placed in good operating order. A copy of latest inspection reports (examples: Fire Alarm, Supervising Alarm, Stored Electrical Energy System, Automatic Closing Fire Assemblies, Elevators: Group II & III and all Regulation 4 tests) shall be provided to City. Testing company to input testing results in the Los Angeles Fire Departments Brycer System within 5 days after testing.
 16. Paving: All exterior paving, whether asphalt or concrete, shall be cleaned professionally with any fuel/oil stained removed and returned in good condition. All cracks and potholes shall be repaired to City's standards.
 17. All storm water drains to be clean and clear of residue, dirt and debris.
 18. Overall Cleanliness: Clean windows, vacuum carpet, and remove all trash and debris from office and warehouse. Remove all pallets and debris from exterior of Demised Premises. All trade fixtures, dumpsters, racking, vending machines and other personal property to be removed.
 19. Restrooms and Janitorial Closets: All sinks, toilets, urinals, and floors to be cleaned, sanitized and clear of stains, paint, rust, dirt, and in proper working order.
 20. Odors: Remove any lingering odor which may exist in the Demised Premises resulting from Lessee's use and occupancy prior to surrendering or vacating the Demised Premises.
 21. Landscaping: Landscaping shall be free of weeds and debris. All hedges, plants and trees are to be trimmed, well-kept, and in good condition.
 22. Hazardous Substances: All hazardous substances must be properly removed from the Demised Premises in accordance with all Local, State, and/or Federal laws and regulations.
 23. If any asbestos-containing materials or lead-based paint is observed to be deteriorated or in poor condition, it should be evaluated and potentially abated by a properly licensed and certified contractor.
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24. Any triturators, cleaning racks, grease traps, clarifiers or other similar industrial waste discharge units must be professionally cleaned and inspected for structural integrity and returned in good working order.

Note:

* Any additional items noticed during pre-closeout inspections must be corrected prior to closeout.
