

**FIRST AMENDMENT TO LEASE NO. LAA-8855  
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS  
AND NIPPON CARGO AIRLINES CO, LTD.  
FOR PREMISES AT 6501 W. IMPERIAL HIGHWAY,  
LOS ANGELES INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT TO THE LEASE (this "First Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (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 NIPPON CARGO AIRLINES CO, LTD., a Japanese Limited corporation ("Lessee"). City and Lessee are each a "Party" to this First Amendment, and collectively are referred to herein as "Parties". Los Angeles International Airport is referred to herein as "LAX" or "Airport".

**RECITALS**

The Parties hereby acknowledge and agree that their respective decisions to enter into this First 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 No. LAA-8855 dated May 7, 2015 (the "Lease") for premises at 6501 W. Imperial Highway, in the vicinity of the Airport.

B. The Parties have agreed to extend the term of the Lease, add parking requirements, and update the Lease provisions under the terms and conditions of this First 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. Term of the Lease.**

a. Article 1, Section 2.1 is hereby deleted in its entirety and replaced with the following:

"2.1. This Lease shall commence on the Effective Date and shall terminate on May 11, 2025, provided that: Either Party shall have the right to terminate the Lease, without penalty, upon one (1) year prior written notice to the other Party."

b. In addition, Article 1, Section 2.2 is hereby deleted in its entirety.



**Section 2. Parking.** Article 1, Subsection 3.5 is hereby added as follows:

“**3.5. Parking:** Lessee shall make an adequate number of parking spaces available for all persons needing access to the Demised Premises, including Lessee’s employee, contractors, sublessees, invitees, visitors, and other uses of the leasehold, 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.”

**Section 3. Required Improvements.** Article 1, Subsection 4.1 is hereby deleted and replaced with the following:

“4.1 **Required Improvements.** Lessee shall replace two (2) HVAC units with new units of comparable size, power, and quality, at Lessee’s cost on or before twenty-four (24) months’ from the Amendment Effective Date.”

**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 Section 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 effective July 1 of each year (the "Annual Adjustment Date"). The Monthly Rent shall increase by three percent (3%) on the Annual Adjustment Date.”

**Section 5. Rental Rate and Exhibits.** The rental rate for the Lease shall be adjusted in accordance with Exhibit B to this First Amendment. Exhibit B to the Lease is hereby deleted and replaced with Exhibit B to this First Amendment.

**Section 6. Effect of This First Amendment.** Except as modified by this First 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 First Amendment. If there is any conflict between the provisions of this First Amendment and the provisions of the Lease, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Lease are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

**Section 7. Integration; No Third Party Beneficiaries.** No provisions of the First 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 First Amendment is not intended to confer upon any person other than the Parties any rights or remedies hereunder.



**Section 8. Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Lease and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First 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 First Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this First Amendment shall not be affected thereby, and each provision of this First Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 9. Rights of United States Government; National Emergency.** The Lease and this First 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 First 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 10. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this First Amendment attached thereto.



**SIGNATURE BLOCKS**

IN WITNESS WHEREOF, the parties hereto have themselves or through their duly authorized officers caused this First Amendment to be executed as of the Amendment Effective Date.

**APPROVED AS TO FORM:**  
Michael N. Feuer, City Attorney

**CITY OF LOS ANGELES**

Date: 4/28/2020

By:  MT  
Deputy/Assistant City Attorney

By \_\_\_\_\_  
Executive Director  
Department of Airports

ATTEST:

**NIPPON CARGO AIRLINES CO, LTD.**

By   
Secretary (Signature)

By   
Signature

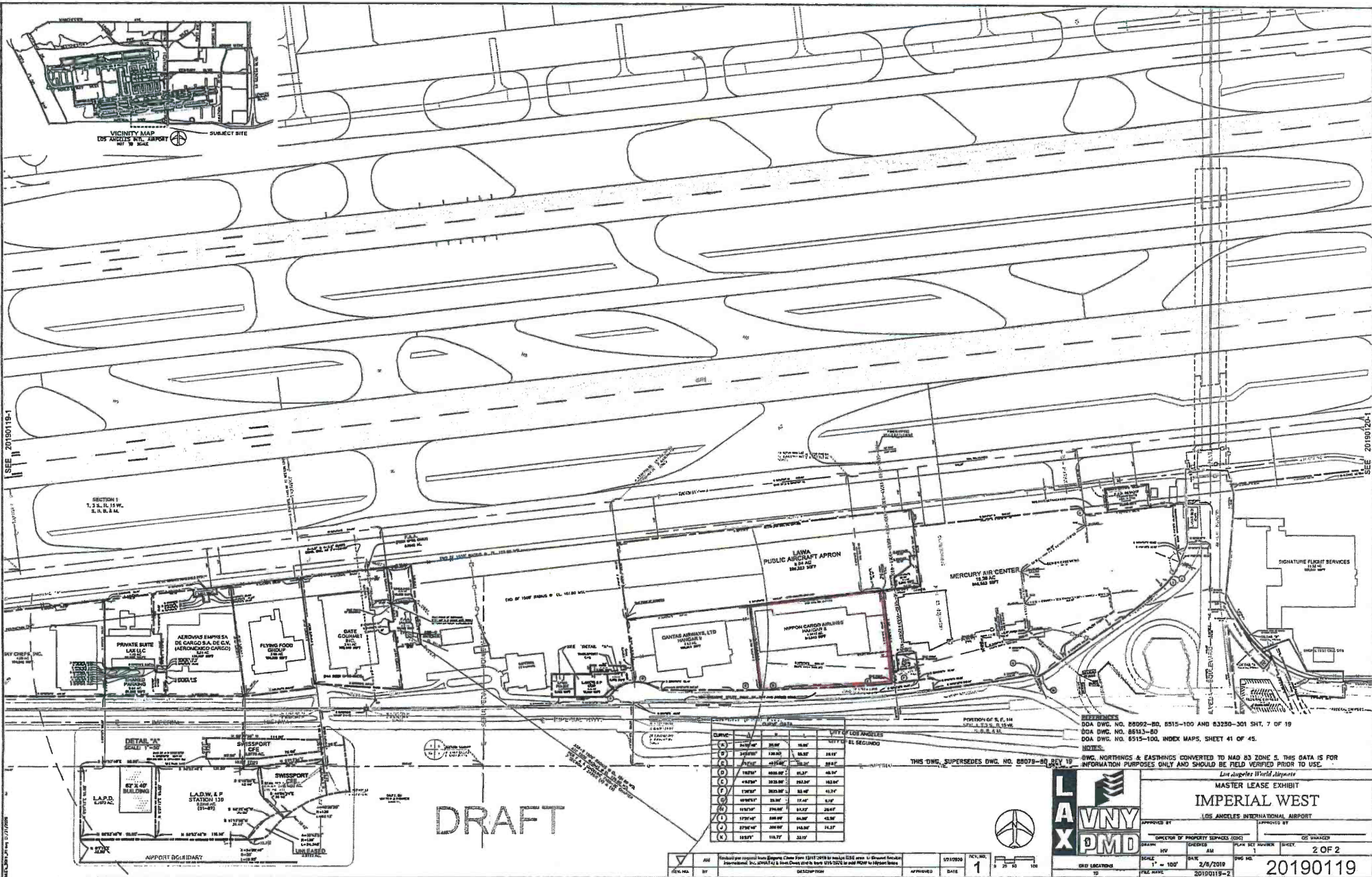
Tatsuya Iida  
Print Name

Keita Sataka  
Print Name

[SEAL] 

Senior Executive Managing Director  
Print Title





SEE 20190119-1

SEE 20190119-1

VICINITY MAP  
LOS ANGELES INTL AIRPORT  
NOT TO SCALE

SECTION 1  
T. 33. S. R. 15. W.  
S. 4. N. E. 4. E. 4.

DETAIL "A"  
SCALE 1"=30'

DRAFT

CURVE	CHORD	ANGLE	CHORD BEARING	CHORD LENGTH
(A)	250.00'	18.00°	18.00°	250.00'
(B)	250.00'	18.00°	18.11°	250.00'
(C)	250.00'	18.00°	18.22°	250.00'
(D)	250.00'	18.00°	18.33°	250.00'
(E)	250.00'	18.00°	18.44°	250.00'
(F)	250.00'	18.00°	18.55°	250.00'
(G)	250.00'	18.00°	18.66°	250.00'
(H)	250.00'	18.00°	18.77°	250.00'
(I)	250.00'	18.00°	18.88°	250.00'
(J)	250.00'	18.00°	18.99°	250.00'

REFERENCES  
DDA DWG. NO. 88092-B0, 8515-100 AND 83290-301 SHT. 7 OF 19  
DDA DWG. NO. 86143-B0  
DDA DWG. NO. 8515-100, INDEX MAPS, SHEET 41 OF 45.

NOTES:  
DWG. NORTHINGS & EASTINGS CONVERTED TO NAD 83 ZONE 5. THIS DATA IS FOR INFORMATION PURPOSES ONLY AND SHOULD BE FIELD VERIFIED PRIOR TO USE.

THIS DWG. SUPERSEDES DWG. NO. 88079-B0 REV 15



MASTER LEASE EXHIBIT  
IMPERIAL WEST  
LOS ANGELES INTERNATIONAL AIRPORT

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER OF PROPERTY SERVICES (LOGO): \_\_\_\_\_ DATE: \_\_\_\_\_

SCALE: 1" = 100'

DATE: 2/9/2019

DWG NO.: 20190119-2

SHEET: 2 OF 2

DATE: 1 2 20 19

APPROVED: \_\_\_\_\_

EXHIBIT A



## PAYMENTS

Lessee: Nippon Cargo Airlines, Inc.  
 Address: 6501 W. Imperial Highway, LAX  
 Lease No: LAA-8855 (First Amendment)  
 Effective: May 12, 2020

Component/ Item:	Area:	Unit:	Rate:*	Unit:	Annual Rent:	Monthly Rent:
Land	212,643	SF	\$3.61	PSFPY	\$ 767,641.23	\$63,970.10
Auto Paving	133,092	SF	\$0.42	PSFPY	\$ 55,898.64	\$4,658.22
Building	72,339	SF	\$23.00	PSFPY	\$ 1,663,797.00	\$138,649.75
<b>Totals*</b>					<b>\$ 2,487,336.87</b>	<b>\$207,278.07</b>
*Annual/Monthly Rent is subject to periodic and annual rental adjustment(s) pursuant to lease.						
Abbreviations: Square Feet = SF, PSFPY = Per square foot per year						

The amount required for the Faithful Performance Guarantee is: **\$621,834**



**EXHIBIT B**