

First Amendment to Office Lease LAA-9051
(Skyview Center, 6033 W. Century Blvd.)

This First Amendment to Office Lease (this "**First Amendment**") is made and entered into as of the 1st day of May, 2024 (the "**Effective Date**") by and between CITY OF LOS ANGELES, a California municipal corporation, acting by order of and through its Board of Airport Commissioners ("**Landlord**"), and AMERICAN AIRLINES, INC., a Delaware corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Office Lease approved by the Board of Airport Commissioners as of November 1, 2018 (the "**Original Lease**"), with a commencement date of May 23, 2019, whereby Landlord leases to Tenant approximately 7,927 rentable square feet of space, commonly known as Suite 1200, located on the twelfth (12th) floor (the "**Premises**") of that certain building at 6033 West Century Boulevard, Los Angeles, California (the "**Building**"). The Original Lease, as amended by this First Amendment, is herein referred to, collectively, as the "**Lease**." The Lease is scheduled to expire on April 30, 2024.

B. By this First Amendment, Landlord and Tenant desire to extend the Lease Term and to otherwise amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. **Capitalized Terms.** Unless otherwise defined herein, the capitalized terms used in this First Amendment shall have the same respective meanings ascribed to such terms in the Lease.

2. **Extended Term.** Upon the expiration of the Original Lease, Landlord and Tenant hereby agree to extend the Term of the Lease for a period of forty-nine (49) months (the "**Extended Term**"), which shall commence on May 1, 2024 (the "**Extended Term Commencement Date**") and shall expire on the May 31, 2028 (the "**Extended Term Expiration Date**"), unless sooner terminated as provided in the Lease.

3. **Monthly Base Rent.** During the Extended Term, Tenant shall continue to pay monthly installments of Base Rent for the Premises in accordance with the terms of the Lease. Effective upon the Extended Term Commencement Date and continuing throughout the Extended Term, Tenant shall pay, in accordance with applicable provisions of the Lease and this Section 3, monthly installments of Base Rent for the Premises as follows:

| <u>Lease Months</u> | <u>Annual Base Rent</u> | <u>Monthly Installment</u> | <u>Rate per RSF/Mo.</u> |
|----------------------------|--------------------------------|-----------------------------------|--------------------------------|
| 1-12 | \$241,301.28* | \$20,108.44 | \$2.53 |
| 13-24 | \$248,540.32 | \$20,711.69 | \$2.61 |

| | | | |
|-------|--------------|-------------|--------|
| 25-36 | \$255,996.53 | \$21,333.04 | \$2.68 |
| 37-48 | \$263,676.42 | \$21,973.04 | \$2.76 |
| 49** | \$22,632.23 | \$22,632.23 | \$2.85 |

*Base Rent shall be abated as set forth in Section 4 below.

**One-month period.

4. Base Rent Abatement. In accordance with applicable provisions of the Lease and this Section 4, for the first (1st), second (2nd), third (3rd), and fourth (4th) full months of the Lease Term (the "**Abatement Period**"), Tenant shall not be obligated to pay Base Rent for the Premises (the "**Base Rent Abatement**"). In no event shall the amount of the Base Rent Abatement exceed Eighty Thousand Four Hundred Thirty-Three and 76/100 Dollars (\$80,433.76). During the Abatement Period, Tenant shall be responsible for the payment of all of its other monetary obligations under the Lease, as amended hereby.

5. Tenant's Share of Direct Expenses and Base Year. Notwithstanding anything to the contrary in the Lease, during the Extended Term, (i) Tenant's Share of Direct Expenses, as defined in Article 4 of the Lease, shall be 3.8456%, and (ii) the Base Year for the Extended Term shall be the calendar year of 2024.

6. Rentable Square Footage of Premises and Building. Landlord and Tenant hereby acknowledge and agree that, as of the date of the Extended Term Commencement Date, notwithstanding any provision to the contrary in the Lease, the Premises shall be deemed to contain 7,948 rentable square feet and the Building shall be deemed to contain 206,678 rentable square feet. The Premises and Building shall not be subject to remeasurement or modification during the Extended Term.

7. Security Deposit. Tenant has previously deposited with Landlord Sixty Thousand Two Hundred Twenty-Two and 87/100 Dollars (\$60,222.87) as security for the faithful performance by Tenant of the terms, covenants, and conditions of the Lease. Concurrently with Tenant's execution of this First Amendment, Tenant shall deposit with Landlord an additional Seven Thousand Six Hundred Seventy-Three and 81/100 Dollars (\$7,673.81), for a total Security Deposit under the Lease, as amended herein, of Sixty-Seven Thousand Eight Hundred Ninety-Six and 68/100 Dollars (\$67,896.68). Landlord shall continue to hold the Security Deposit, as increased herein, in accordance with the terms and conditions of the Lease.

8. "As-Is" Condition. Landlord and Tenant acknowledge that Tenant has been occupying the Premises pursuant to the terms of the Lease, and therefore Tenant continues to accept the Premises in its presently existing "As-Is" condition. Landlord shall not be obligated to pay or provide for any improvement work or services related to the improvement of the Premises except as specifically set forth in this First Amendment. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representations or warranties with respect to the Premises or the Project or with respect to the suitability of either for the conduct of Tenant's business, and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Project in its decision to enter into this First Amendment.

9. Estoppel. Tenant warrants, represents and certifies to Landlord that as of the date of this First Amendment: (a) Landlord is not in default under the Lease; and (b) Tenant does not

have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when the same becomes due.

10. Attorneys' Fees. In the event either party should commence an action to enforce any provisions of this First Amendment, then all reasonable costs and expenses incurred by the prevailing party therein, including attorneys' fees, experts' and arbitrators' fees and costs, shall be paid by the other party, which obligation on the part of the other shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. This provision with respect to attorneys' fees shall be severable from all other provisions of this First Amendment, shall survive any judgment, and shall not be deemed merged into the judgment.

11. Brokers. Tenant represents and warrants to Landlord that it has not dealt with any broker with respect to this First Amendment, other than Jones Lang LaSalle. If Tenant has dealt with any broker or person with respect to this First Amendment other than Jones Lang LaSalle, Tenant shall be solely responsible for the payment of any fees due said person or firm and Tenant shall protect, indemnify, hold harmless and defend Landlord from any liability in respect thereto.

12. Electronic Signature. The Lease and any other document necessary for the consummation of the transaction contemplated by the Lease 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 Contract 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 Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract 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 Contract based on the foregoing forms of signature. If this Contract 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.

13. Lease in Full Force. Except as amended and modified as set forth in this First Amendment, the terms and provisions of the Lease remain the same and in full force and effect. Tenant ratifies the Lease, as amended hereby.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be executed as of the date first above written.

"Landlord:"

CITY OF LOS ANGELES,
a California municipal corporation, acting by
order of and through its Board of Airport
Commissioners; by signing below, the
signatory attests that they have no personal,
financial, beneficial, or familial interest in this
Lease.

By: _____

Name: Dave Jones, Deputy Executive
Director, Commercial Development Group

"Tenant:"

AMERICAN AIRLINES, INC., a Delaware
corporation

By: Reshma Soni

Name: Reshma N. Soni

Title: Managing Director, Airport Affairs &
Properties

By: Pamela Putrino

Name: Pamela Putrino

Title: Admin. Assistant

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

Date: _____

By: _____

Deputy/Assistant City Attorney