

**FIRST AMENDMENT TO LEASE NO. LAA-8800
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND AIR NEW ZEALAND LIMITED
FOR PREMISES AT 7007 WEST IMPERIAL HIGHWAY,
LOS ANGELES, CALIFORNIA**

THIS FIRST AMENDMENT TO THE LEASE (this “First Amendment”) is made and entered into as of June 4, 2024 (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 AIR NEW ZEALAND LIMITED (“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 “Airport”.

R E C I T A L S

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, designated as Lease No. LAA-8800, dated December 17th, 2013, which was a five (5) year lease with one five (5) year extension option, and which commenced on its Effective Date and expires on Jun 30th, 2024, for premises at 7007 West Imperial Highway at Los Angeles International Airport.

B. The Parties have agreed to extend the term of the Lease under the terms and conditions of this First Amendment so that Lessee can continue its aircraft maintenance operations at LAX while providing flexibility to LAWA for future planning.

A G R E E M E N T

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

“2.1 This Lease shall commence as of the Effective Date and shall expire and shall expire June 30, 2029, unless earlier terminate pursuant to the terms provided in this Lease. So long as no Default Event (as defined under Article 2, Section 20.1) has occurred and is continuing and ongoing beyond all applicable cure periods, Lessee shall have the option to terminate this Lease without cause upon one year prior written notice to City. City may terminate this Lease if necessary for Airport operations purposes as related to security or safety requirements and/or Airport redevelopment that incorporates land adjoining the Airport along West Imperial Highway

and includes the Demised Premises, upon giving Lessee one year prior written notice.”

Section 2. 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 3. Exhibit B. Exhibit B to the Lease is hereby replaced with Exhibit B to this First Amendment.

Section 4. 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 5. Insurance. Article 2, Section 14.8 is hereby deleted in its entirety.

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

[SIGNATURES ON FOLLOWING PAGE]

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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:
HYDEE FELDMAN SOTO,
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Deputy/Assistant City Attorney

By _____
Chief Executive Officer
Department of Airports

ATTEST:

AIR NEW ZEALAND LIMITED

By _____
Secretary (Signature)

By _____
Signature

Print Name

Print Name

[SEAL]

Print Title

SIGNED for and on behalf of
AIR NEW ZEALAND LIMITED
in the presence of

) RCA THOMSON
) RCA Thomson (May 31, 2024 14:47 GMT+12)
) Attorney

Jennifer Page

Attorney

Witness signature

Full name

Address

Occupation

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

WE, Richard Thomson of Auckland, New Zealand, and

Jennifer Page of Auckland, New Zealand;

HEREBY CERTIFY:

1. **THAT** by Deed dated 23 February 2023, **AIR NEW ZEALAND LIMITED** having its registered address at 185 Fanshawe Street, Auckland, New Zealand, appointed the above named persons its Attorneys on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment.

SIGNED at Auckland this 30th day of May 2024

RCA THOMSON
RCA Thomson (May 31, 2024 14:47 GMT+12)
.....
Signature

Chief Financial Officer
.....
Occupation

Jennifer Page
.....
Signature

General Counsel
.....
Occupation

EXHIBIT B
Basic Information Schedule

Airport Facilities

Air New Zealand Operations Support Facility at 7007 W. Imperial Hwy., as shown and highlighted on Exhibit A – MLE Map, attached.

Facility User's Initial Basic Rates (Monthly)

Description	Commence- ment Date	Area SF	Basic Rate PSFPY	Monthly Base Charge
7007 W. Imperial Highway, GSE				
Building - GSE	7/1/2024	10,524	\$19.50	\$17,101.50
Land (On-Airport GSE Maintenance)	7/1/2024	49,743	\$4.51	\$21,638.21
Paved Auto Parking	7/1/2024	39,219	\$0.52	\$1,699.49
Sub-total				\$40,439.20
Monthly Rent				\$37,500.21
Faithful Performance Guarantee				\$112,500

Commencement Date

July 1, 2024

Permitted Uses

On-airport GSE maintenance and related uses

Utility Services

All utilities for 7001-7007 W. Imperial Hwy that are not separately metered are to be held in SIA's name and account, and shall be paid for by tenant, subject to a right to receive reimbursement as follows: SIA may invoice other occupant on a pro rata basis equal to the square footage occupied by that occupant, in addition to a fifteen percent (15%) administrative fee

Annual Rate Adjustment

The monthly base charge for the premises covered under this Lease shall be subject to automatic, annual rental increase of 3% effective July 1 of each year

Five-year Periodic Valuation Adjustment to Fair Market Value

Land (On-Airport GSE Maintenance): July 1, 2025

Building: Upon Lease commencement and every 5-years thereafter

Faithful Performance Guarantee (FPG)

Three (3) times monthly monetary obligations

Facility User's Address for Notices

Air New Zealand

Head of Property and Infrastructure

1960 E. Grand Avenue

El Segundo, CA 90245