

FIRST AMENDMENT TO LEASE AGREEMENT
No. LAA-8758
BETWEEN THE CITY OF LOS ANGELES
FOR THE DEPARTMENT OF AIRPORTS AND
DENNY'S INC.
AT
5535 WEST CENTURY BOULEVARD, LOS ANGELES, CA 90045
AT LOS ANGELES INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT TO Lease Agreement LAA-8758 (Lease Agreement LAA-8758 is also referred herein as the "Lease") is entered into this ____ day of _____, 2018, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (herein after referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as "Department" or "LAWA"), and **Denny's Inc.** (hereinafter referred to as "Denny's", "Lessee", and/or "Party/Parties").

RECITALS

WHEREAS, City and Denny's previously entered into the Lease on January 28, 2013 with a five-year term commencing on May 1, 2013. The Lease is currently scheduled to expire on April 30, 2018.

WHEREAS, Denny's has asked City for an extension of the Lease, and City is willing to enter into an agreement to extend the Lease on the terms and conditions set forth in this First Amendment.

WHEREAS, LAWA intends to develop and construct various projects associated with its Landside Access Modernization Program ("LAMP" or "Project") that may impact and/or require portions of Denny's Demised Premises (as defined in the Lease).

WHEREAS, Denny's expressly acknowledges that LAWA's Project may impact and/or require all or portions of Denny's Demised Premises and/or reconfiguration of Denny's Demised Premises, and that in exchange for the valuable consideration provided by the extension of the Lease granted in this First Amendment, the sufficiency of which is admitted by Denny's, Denny's agrees that any impact caused by LAWA or its Project to Denny's Demised Premises or its business operations shall not be claimed by Denny's as an element of compensation or damages under eminent domain or inverse condemnation legal theories, and that Denny's will further not make any claims under federal or state relocation laws or Article 2 Sections 7.2.1 and/or 9.1 of the Lease.

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WHEREAS, Denny's acknowledges and accepts that matters regarding shared hotel parking, relocation of trash bins and trash servicing location, and the interruption of ingress and

egress access to Aviation Boulevard due to the demolition of the adjacent hotel shall not be subject to the 60 day notification requirement pursuant to the amended Article 1, Section 1.1, herein below.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Article 1, Section 1.1, Description, is hereby deleted in its entirety, and a new Article 1, Section 1.1, Description, is hereby substituted in lieu thereof with the following:

“Section 1.1 Description. The subject property is located at 5535 West Century Boulevard, at Los Angeles International Airport, (hereinafter referred to as “LAX”) and includes (i) approximately 51,189 square feet of land, and (ii) approximately 7,347 square feet of building space (“Demised Premises.”) The Demised Premises is generally delineated or depicted in the drawing on Airport Engineers’ Drawing No. MLE No. 2007011-80, under Parcel 2 and Parcel 3, attached hereto as Exhibit A [Premises], and also identified on Exhibit B [Payments], both of which are attached hereto and incorporated by reference herein. The Demised Premises are subject to modification at City’s sole and absolute discretion, subject to a sixty (60) day written notice of such modification provided to Lessee, should any portion thereof be required or require reconfiguration for LAMP. Should the Demised Premises be modified by City, revised Exhibits A and B will be provided by City to reflect such modifications, and such revised Exhibits A and B shall become part of the Lease.”

Section 2. Article 1, Section 2, Term of Lease, is hereby amended in the following respects, only. Section 2.1 is hereby modified and Section 2.1.1 is added as follows:

“2.1 This Lease shall commence on May 1, 2013, (“Commencement Date”), and shall terminate six (6) years thereafter on April 30, 2019, unless earlier terminated pursuant to the terms provided in this Lease, provided that either party may terminate the Lease with Sixty (60) days written notice to the other party.

2.1.1 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 two (2) successive options (“Extension Option”) to extend the Term of this Lease for an additional one (1) year for a combined two additional years (“Option Term”). The Extension Option shall be exercisable by Lessee’s delivery to City of an irremovable written notice exercising such Extension Option no earlier than nine (9) months and no later than six (6) months prior to the expiration of the Lease under its current term or any extended term. 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 expressly or by

their operation applicable only during the original Term of this Lease. The exercise of the 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. Lessee shall have no further right or option to extend the Term of this Lease. For purposes of this Lease, unless otherwise provided herein, the phrase, "term of the Lease" and/or "Term" shall include any exercised portion of the Option Term if the Extension Option is exercised in accordance with this provision."

Section 3. Article 1, Section 4, Payments to City, is hereby amended in the following respects, only. Section 4.1.1 is hereby modified as follows:

"4.1.1 "The Monthly Rent shall be as set forth below, in 4.1.2, and as adjusted pursuant to the terms of this Lease. Lessee acknowledges that the Executive Director is authorized to replace the provision 4.1.2, to reflect rental adjustments, fees and/or other charges established periodically by the Board that shall be generally applicable to similarly situated lessees at Airport and that Lessee accepts responsibility for payments based on such modifications. Lessee shall be responsible for payment of any and all amounts due to City by sublessees of this Lease, if any, unless the Executive Director specifically waives such responsibility. Should the Demised Premises be modified by City as permitted under Article 1, Section 1.1, a revised Exhibit B [Payments] will be provided by City to reflect a modification of the payments due as Monthly Rent."

Section 4. Article 1, is hereby amended to add a new Section 8, Waiver and Release of any Right by Lessee to Relocation Benefits or Compensation Under Eminent Domain Law. Section 8 and 8.1 are hereby added as follows:

"Section 8. Waiver and Release of any Right by Lessee to Relocation Benefits or Compensation Under Eminent Domain Law.

8.1 Lessee, for itself and for its agents, successors and assigns, freely and voluntarily agrees to fully waive, release, acquit and discharge City from all claims that Lessee, its agents, successors and assigns has or may have against City arising out of or related to City's termination of the Lease, subject to Section 2.1, and/or acquisition of all or portions of Lessee's Demised Premises and/or reconfiguration of Lessee's Demised Premises, pursuant to Section 1.1. The scope of Lessee's waiver and release includes, but is not limited to, claims for: (i) any improvements, including improvements pertaining to the realty, furniture, fixture, and equipment; (ii) loss of business goodwill; (iii) lost income (past or future); (iv) severance damages, if any; (v) economic or consequential damages; (vi) professional consultant fees and attorneys' fees and costs; (vii) pre-condemnation damages; (viii) and all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Lessee, its agents, successors and assigns. Lessee further understands and agrees that nothing contained in the Lease shall create any right in Lessee for relocation assistance or payment from City upon the expiration of the Term of the Lease or upon its earlier termination in whole or in part, subject to Section 2.1, upon reconfiguration of the Demised Premises, pursuant to Section 1.1, or upon the termination of any holdover tenancy pursuant to Section 2.2. Lessee

acknowledges and agrees that it shall not be entitled to any relocation assistance or payment pursuant to state or federal law including, but not limited to, the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (sections 7260 et seq.), or the federal Uniform Relocation Act, with respect to any relocation of its business or activities in whole or in part upon the expiration of the term of the Lease, or upon its earlier termination or upon the termination of any holdover tenancy pursuant to Section 2.2, or upon reconfiguration of the Demised Premises.”

Section 5. Article 1, Section 1.2, Shared Parking, and Exhibit A-1 are hereby deleted in their entirety.

Section 6. Exhibits A and B are deleted in their entirety, and in lieu thereof, Attachment 1, Exhibit A and Exhibit B shall be inserted.

Section 7. Except as amended or modified by this First Amendment, Lease Agreement LAA-8758 is hereby ratified and confirmed and all other terms of Lease Agreement LAA-8758 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 Lease Agreement LAA-8758, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of Lease Agreement LAA-8758 are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 8. **No Third Party Beneficiaries.** No provisions of Lease Agreement LAA-8758 or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 9. **Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. Lease Agreement LAA-8758 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 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 there from 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.

Section 11. **Incorporation of Recitals.** City and Denny's each acknowledge the truth and accuracy of the Recitals set forth above, which by this reference are incorporated into this First Amendment to Lease.

[Signatures on the following page.]

IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer (also referred to as Executive Director) and Lessee has caused the same to be executed by its duly authorized officers, all as of the day and year first herein above written.

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date:

By:

Deputy/Assistant City Attorney

CITY OF LOS ANGELES

By

Chief Executive Officer
Department of Airports

ATTEST:

By



Lester C. Nail
C. Patrick Autry

Denny's Inc.

By



J. Scott Melton

~~Assistant General Counsel & Assistant Secretary~~
Associate Ethics + Compliance
Officer

Assistant General Counsel & Secretary

[SEAL]

ATTACHMENT I

EXHIBIT A

PARCEL 3
723 S.F.

DETAIL 1
Scale 1"=200'

PARCEL 5
12,011 S.F.

DETAIL 2
Scale 1"=200'

LOT 226 (PARCEL 6)
257 S.F.

LOT 227 (PARCEL 7)
600 S.F.

DETAIL 3
Scale 1"=200'

EXHIBIT A

LOT	AREA	AREA	AREA
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
15	1.00	1.00	1.00
16	1.00	1.00	1.00
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18	1.00	1.00	1.00
19	1.00	1.00	1.00
20	1.00	1.00	1.00
21	1.00	1.00	1.00
22	1.00	1.00	1.00
23	1.00	1.00	1.00
24	1.00	1.00	1.00
25	1.00	1.00	1.00
26	1.00	1.00	1.00
27	1.00	1.00	1.00
28	1.00	1.00	1.00
29	1.00	1.00	1.00
30	1.00	1.00	1.00
31	1.00	1.00	1.00
32	1.00	1.00	1.00
33	1.00	1.00	1.00
34	1.00	1.00	1.00
35	1.00	1.00	1.00
36	1.00	1.00	1.00
37	1.00	1.00	1.00
38	1.00	1.00	1.00
39	1.00	1.00	1.00
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42	1.00	1.00	1.00
43	1.00	1.00	1.00
44	1.00	1.00	1.00
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46	1.00	1.00	1.00
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68	1.00	1.00	1.00
69	1.00	1.00	1.00
70	1.00	1.00	1.00
71	1.00	1.00	1.00
72	1.00	1.00	1.00
73	1.00	1.00	1.00
74	1.00	1.00	1.00
75	1.00	1.00	1.00
76	1.00	1.00	1.00
77	1.00	1.00	1.00
78	1.00	1.00	1.00
79	1.00	1.00	1.00
80	1.00	1.00	1.00
81	1.00	1.00	1.00

CAMP DATA TABLE			
ED.	NAME	ADDRESS	PHONE
1	FORD	1234567	1234
2	SMITH	1234567	1234
3	JOHNSON	1234567	1234
4	WILLIAMS	1234567	1234
5	BROWN	1234567	1234
6	DAVIS	1234567	1234
7	GARCIA	1234567	1234
8	MARTIN	1234567	1234
9	THOMAS	1234567	1234
10	ANDERSON	1234567	1234
11	WILSON	1234567	1234
12	MOORE	1234567	1234
13	WATSON	1234567	1234
14	COOK	1234567	1234
15	BAKER	1234567	1234
16	NEAL	1234567	1234
17	ARMSTRONG	1234567	1234
18	PERKINS	1234567	1234
19	ROBERTS	1234567	1234
20	TURNER	1234567	1234
21	LOVE	1234567	1234
22	SCOTT	1234567	1234
23	GREEN	1234567	1234
24	ADAMS	1234567	1234
25	NICHOLS	1234567	1234
26	WALKER	1234567	1234
27	WATSON	1234567	1234
28	COOK	1234567	1234
29	BAKER	1234567	1234
30	NEAL	1234567	1234
31	ARMSTRONG	1234567	1234
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33	ROBERTS	1234567	1234
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39	NICHOLS	1234567	1234
40	WALKER	1234567	1234
41	WATSON	1234567	1234
42	COOK	1234567	1234
43	BAKER	1234567	1234
44	NEAL	1234567	1234
45	ARMSTRONG	1234567	1234
46	PERKINS	1234567	1234
47	ROBERTS	1234567	1234
48	TURNER	1234567	1234
49	LOVE	1234567	1234
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75	ROBERTS	1234567	1234
76	TURNER	1234567	1234
77	LOVE	1234567	1234
78	SCOTT	1234567	1234
79	GREEN	1234567	1234
80	ADAMS	1234567	1234
81	NICHOLS	1234567	1234
82	WALKER	1234567	1234
83	WATSON	1234567	1234
84	COOK	1234567	1234
85	BAKER	1234567	1234
86	NEAL	1234567	1234
87	ARMSTRONG	1234567	1234
88	PERKINS	1234567	1234
89	ROBERTS	1234567	1234
90	TURNER	1234567	1234
91	LOVE	1234567	1234
92	SCOTT	1234567	1234
93	GREEN	1234567	1234
94	ADAMS	1234567	1234
95	NICHOLS	1234567	1234
96	WALKER	1234567	1234
97	WATSON	1234567	1234
98	COOK	1234567	1234
99	BAKER	1234567	1234
100	NEAL	1234567	1234

1. CLARENCE THOMAS JR. (1899-1967)
2. CLARENCE THOMAS JR. (1899-1967)
3. CLARENCE THOMAS JR. (1899-1967)
4. CLARENCE THOMAS JR. (1899-1967)
5. CLARENCE THOMAS JR. (1899-1967)
6. CLARENCE THOMAS JR. (1899-1967)
7. CLARENCE THOMAS JR. (1899-1967)
8. CLARENCE THOMAS JR. (1899-1967)
9. CLARENCE THOMAS JR. (1899-1967)
10. CLARENCE THOMAS JR. (1899-1967)

EXHIBIT A

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

NIR CORNER OF AVIATION BLVD.
AND CENTURY BLVD.

JUN 1968

20070011-84

Denny's Inc.

5535 West Century Boulevard, Los Angeles, CA 90045

Los Angeles International Airport

RENTAL PAYMENTS AND OTHER FEES*
(First Amendment to Lease LAA-8758)

RENT	MONTHLY (Minimum Annual Guarantee)	ANNUAL Rent (Minimum Annual Guarantee)
	\$ 24,416.67	\$ 293,000.00
SITE RENTAL	\$ 24,416.67	\$ 293,000.00
Lessee Shall pay the greater of the Minimum Annual Guarantee or six and three quarter percent (6.75%) of gross receipts as defined in the Lease.		

FAITHFUL PERFORMANCE GUARANTEE (FPG)*
Three times (3X) the highest monthly rent during the term if the Lease
\$73,250.01

*ALL RENT, FEES, FPG AND OTHER CHARGES, AS SET FORTH IN THIS EXHIBIT B, ARE
SUBJECT TO ADJUSTMENT TO THE TERMS OF SECTION 5 OF LEASE LAA-8758, AS
AMENDED.

EXHIBIT B