

FIRST AMENDMENT TO AGREEMENT NO. 2537  
BETWEEN THE CITY OF LOS ANGELES AND  
AMB PROPERTY, L.P.

THIS FIRST AMENDMENT to Agreement No. 2537 is made between the CITY OF LOS ANGELES, a municipal corporation (hereinafter called "City"), acting by and through its Board of Harbor Commissioners (hereafter called "Board"), and AMB PROPERTY, L.P. (hereafter called "Developer").

WHEREAS, Former Developer wish to change its company name and contact name; and

WHEREAS, City and Developer wish to extend the Term of Agreement No. 2537 an additional five (5) years; and

WHEREAS, City and Developer also agree to delete and add new Sections and language to Agreement No. 2537;

NOW, THEREFORE, BE IT RESOLVED, that Agreement No. 2537 between the City of Los Angeles and AMB PROPERTY L.P. be hereby amended as follows:

1. Former Developer AMB PROPERTY, L.P. is now PROLOGIS TARGETED U.S. LOGISTICS FUND, L.P.
2. Section II. MARKETING OF ZONE SITE, the following language shall be added as the third paragraph:

"In conjunction with marketing the Zone Site, the Developer shall provide to potential operators and users information about the PierPASS Program. Developer shall, to the extent reasonable and feasible, encourage operators and users of the Zone Site to utilize the PierPASS Program."

3. Section III. TERM AND RENEWAL, the initial term of this Agreement shall be extended an additional five (5) years beginning on August 1, 2012 and ending on July 31, 2017.
4. Section IX. NOTICE, the new contact name for Developer correspondence will be sent to: Mr. Rob Antrobus, Senior Vice President
5. Section XIII. MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE) OUTREACH PROGRAM is deleted in its entirety and shall be replaced with the following:

"XIII. SMALL BUSINESS DEVELOPMENT PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned and all Other Business Enterprises (MBE/WBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Developer shall assist the City in

implementing this policy and shall use its best efforts to afford the opportunity for SBE's, MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBE's, MBEs, WBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement."

6. STATE TIDELANDS GRANTS has been changed from Section XV to Section XVI.

7. Section XV shall now read as follows:

"XV. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Developer shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Developer and pursue any or all other legal remedies that may be available."

8. The following new Sections have been added to and shall be included as part of Agreement No. 2537:

"XVII. WILMINGTON TRUCK ROUTE

It is recognized by both parties that the Developer does not directly control the trucks serving the Port. However, the Developer shall notify truck drivers, truck brokers and trucking companies that trucks serving FTZ warehouses and originating in the Port of Los Angeles that they must confine their route to the designated Wilmington Truck Route of Alameda Street and "B" Street; Figueroa Street from "B" Street to "C" Street; and Anaheim Street east of Alameda Street. A copy of the Wilmington Truck Route is attached as Exhibit C, which may be modified from time to time at the sole discretion of the Executive Director with written notice to Developer.

"XVIII. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof."

9. SECTION XVI. MISCELLANEOUS is re-numbered and is now SECTION XIX.

Except as amended herein, all remaining terms and conditions of Agreement No. 2537 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement No. 2537 on the date to the left of their respective signatures.

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

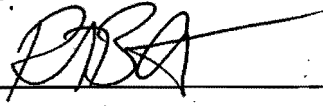
Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Executive Director

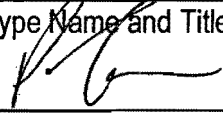
Attest \_\_\_\_\_  
Board Secretary

PROLOGIS TARGETED U.S. LOGISTICS  
FUND, L.P.

Dated: MAY 9, 2012


By 

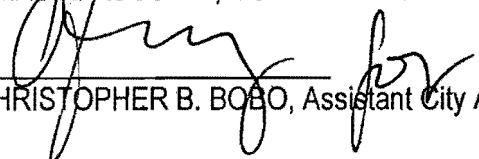
Robert B. Antrobus, Sr. Vice President  
(Print/Type Name and Title)

Attest 

Pat Welsh, Vice President  
(Print/Type Name and Title)

APPROVED AS TO FORM AND LEGALITY

, 2012  
CARMENA A. TRUTANICH, City Attorney  
THOMAS A. RUSSELL, General Counsel

By   
CHRISTOPHER B. BOFO, Assistant City Attorney

CBB:aeb  
05/01/12  
Attachments