

FIRST AMENDMENT TO RIVERSIDE MUNICIPAL AIRPORT LEASE AGREEMENT

L3HARRIS TECHNOLOGIES, INC.

THIS FIRST AMENDMENT TO RIVERSIDE MUNICIPAL AIRPORT LEASE AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City" and "Lessor"), a California charter city and municipal corporation and L3HARRIS TECHNOLOGIES, INC., a Delaware corporation authorized to do business in California ("L3Harris" and "Lessee"), with reference to the following facts:

RECITALS

WHEREAS, The City and ITT CORPORATION, a corporation organized under the laws of the State of Indiana ("ITT"), entered into a Lease Agreement dated May 10, 2010, (the "Lease Agreement"), wherein the City leased to ITT certain real property for use to install, operate, repair, replace and remove ITT radio site equipment, in support of FAA Contract DTFAWA-07-C-00067, issued to ITT on August 30, 2007. The Initial Term of the Lease Agreement was for a period of ten (10) years commencing May 1, 2010, and terminating on May 1, 2020; and

WHEREAS, following the Initial Term, the Lease Agreement has been automatically extended from year to year pursuant to Paragraph 4 of the Lease Agreement which provided that ITT's option to extend was deemed exercised and the Lease Agreement renewed each year for one (1) year unless ITT gave City notice at least thirty (30) days prior to the expiration of any term that it would not exercise its option; and

WHEREAS, Original Lessee divested into Exelis Inc. effective October 31, 2011, Exelis Inc. then merged with and into Harris Corporation effective as of December 31, 2015, and Harris Corporation changed its name to L3Harris Technologies, Inc. effective as of June 29, 2019; and

WHEREAS, the City and L3HARRIS TECHNOLOGIES, INC. desire to extend and modify the terms of the Lease Agreement; and

WHEREAS, the City and Lessee desire to amend the Lease Agreement to remove the prohibition on monthly rent set as per Paragraph 5 of the Lease Agreement; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, Lessor and Lessee agree as follows:

1. All references to "Exelis" in the Original Agreement shall be replaced with L3Harris."
2. The term of this Lease Agreement shall be extended from the date of execution of this First Amendment for a period of one year, unless sooner terminated pursuant to the provisions of the Lease Agreement.
3. Following the expiration of the Amended Term as provided in Paragraph 2 above, L3Harris shall have the option to extend this Lease Agreement from year to year, subject to City

approval. L3Harris' option shall be deemed exercised and the Lease Agreement renewed each year for one (1) year unless: (a) City provides 365 days' notice of intent not to approve the exercise of an option; or (b) L3Harris gives the City written notice at least thirty (30) days prior to the expiration of any term that it will not exercise its option. Any extension(s) to this lease shall be on the same terms and conditions contained herein, provided however, that this Lease shall terminate on September 30, 2045, unless terminated sooner.

4. Section 4, entitled "RENT/PAYMENT," of the Lease is hereby amended in its entirety to read as follows:

RENT/PAYMENT Minimum Monthly Rent. Beginning on the date of the execution of this First Amendment, Lessee shall pay \$0.30 per square foot per month. Based on the premises estimated 625 square feet, rent for the premises during the 2024 years is estimated to be in the sum of One Hundred Eighty-Seven Dollars and Fifty Cents (\$187.50) per year (Fifteen Dollars and Sixty-Three Cents [\$15.63] monthly). This sum shall be adjusted each year commencing with the payment due on , by three percent (3%)August 1, 2025, to reflect the percentage increase, but not to exceed three percent, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor for most recent 12-month published index, based upon the corresponding increase, if any, in the Index as it stands on May of that year over the Index as it stood on May of the prior year including utilities therefore, but excluding telephone and janitorial services, or two percent whichever is greater.

Said monthly rent shall be payable to City in advance on or before the first (1st) day of each month. Rent for less than a calendar month shall be prorated accordingly. The monthly rental shall be paid by check made payable to the "City of Riverside" and sent to the Revenue Division, City of Riverside, 3900 Main Street, Riverside, California 92522.

A late fee equal to 10% of the monthly rental shall be added to any monthly payment not received by the City by the tenth (10th) day of the month in which it is due. Any rental payment received after the tenth (10th) day of the month will be first credited to payment of the late fee. Said late fee shall be added for each month thereafter until said rental payment and late fee or fees are paid in full. Said late fee or fees shall be considered as part of the rent due City hereunder.

5. Section 54, DIGITAL AND COUNTERPART SIGNATURES is hereby added:

DIGITAL AND COUNTERPART SIGNATURES. Each party to this Agreement intends and agrees to the use of digital signatures that meets the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1. et seq.), 3 California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is

a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constitute one and the same instrument and shall be binding on the parties hereto.

6. Section 15, COMMUNICATIONS is hereby amended in its entirety to read as follows:

COMMUNICATIONS. Except for the payment of rent as herein above provided, all notices, requests, consents, approvals or other communications between the parties in connection with this Lease shall be in writing and personally delivered or mailed to the recipient party by certified mail at its last known address as follows:

City

Airport Manager
Riverside Municipal Airport
6951 Flight Road
Riverside, CA 92504

Lessee

L3Harris Technologies, Inc.
Attn: Jennifer Banasik
2235 Monroe Street, 5th Floor
Herndon, VA 20171
Jennifer.Banasik@L3harris.com

7. All terms and conditions of the Lease Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and L3Harris hereto have caused this First Amendment to Lease Agreement to be executed the date and year first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

L3HARRIS TECHNOLOGIES, INC., a
Delaware corporation authorized to business in
California

By: _____
Mike Futrell
City Manager

By: Charles Gantz
Charles Gantz (Jul 15, 2025 18:43 EDT)
Print Name: Charles Gantz
Title: Sr. Manager, Supply Chain

and

Attest: _____
Donesia Gause
City Clerk

By: _____
Print Name: _____
Title: _____

Certified as to Availability of Funds:

By: Sergio Aguilar

Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy

Sean B. Murphy
Deputy City Attorney