

**SECOND AMENDMENT TO LEASE NO. LAA-8486
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND WESTCHESTER GOLF PARTNERS LLC**

THIS SECOND AMENDMENT TO THE LEASE (this "Second Amendment") is made and entered into this _____ day of _____, 2020 (the "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 WESTCHESTER GOLF PARTNERS LLC, a California limited liability company ("Lessee"). City and Lessee are each a "Party" to this Second Amendment, and collectively are referred to herein as "Parties".

RECITALS

The Parties hereby acknowledge and agree that their respective decisions to enter into this Second 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 dated July 17, 2009, for an 83-acre 18-hole golf course at 6900 West Manchester Avenue, in the Westchester community of Los Angeles, California in the vicinity of Los Angeles International Airport ("LAX" or "Airport"), which lease was amended by that First Amendment dated September 11, 2019, and designated as Lease no. LAA-8486A (as amended, the "Lease"). Unless otherwise specified, all capitalized terms in this Second Amendment shall have their meanings as set forth in the Lease.

B. The Parties have agreed to extend the term of the Lease under the terms and conditions of this Second Amendment.

AGREEMENT

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.** Section 1.1 is hereby deleted in its entirety and replaced with the following:

"1.1 This Lease shall commence on September 1, 2009, and shall expire on August 31, 2039, subject to earlier termination under the provisions of this Lease."

Section 2. **Parking.** Section 4.4 is hereby added to the Lease as follows:

"4.4. Parking Spaces. Lessee shall make an adequate number of automobile parking spaces available for all persons needing access to the Demised Premises, including Lessee's employees, contractors, sublessees, invitees, visitors, and other users of the leasehold, without infringing upon

the rights of the City, other tenants, or other third parties, provided that nothing in this Lease shall be construed to provide any third parties with any causes of action against City or Lessee.”

Section 3. Hours of Operation. Section 12.9 is hereby deleted in its entirety and replaced with the following:

“12.9 Hours and Days of Operation. Hours of operation are limited to the time the golf course is open to the public from 6:00 a.m. through 10:00 p.m, subject to change with City’s prior written consent (“Hours of Operation”). No operations may occur outside of the stated Hours of Operation.”

Section 4. Effect of This Second Amendment. Except as modified by this Second 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 Second Amendment. If there is any conflict between the provisions of this Second Amendment and the provisions of the Lease, the provisions of this Second Amendment shall prevail. Whether or not specifically amended by this Second Amendment, all terms and provisions of the Lease are amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.

Section 5. Integration; No Third Party Beneficiaries. No provisions of the Second 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 Second Amendment is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

Section 6. Governing Law; Interpretation. This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Lease and this Second Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this Second Amendment has been negotiated and drafted at arm’s length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this Second Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this Second Amendment shall not be affected thereby, and each provision of this Second Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 7. Rights of United States Government; National Emergency. The Lease and this Second 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 Second 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 8. Counterparts. This Second 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

therefrom 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 Second Amendment attached thereto.

SIGNATURE BLOCKS

IN WITNESS WHEREOF, the parties hereto have themselves or through their duly authorized officers caused this Second Amendment to be executed as of the day and year herein above written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

Date: 1/25/2021


By: 
Deputy/Assistant City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

**WESTCHESTER GOLF PARTNERS
LLC**

By: 
Name: Paul W. Major
Title: President and Managing Director