

**FIRST AMENDMENT TO LEASE NO. LAA-8486 BETWEEN THE CITY
OF LOS ANGELES AND WESTCHESTER GOLF PARTNERS LLC AT
LOS ANGELES INTERNATIONAL AIRPORT**

This FIRST AMENDMENT TO LEASE NO. LAA-8486 ("First Amendment") is made and entered into this _____ day of _____, 2019 ("Effective Date"), by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through the Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and WESTCHESTER GOLF PARTNERS LLC, a California limited liability company (hereinafter referred to as "Lessee") (sometimes herein referred to individually as a "party," or together as "parties").

RECITALS

WHEREAS, City and Lessee are parties to that certain Lease No. LAA-8486 ("Lease") dated as of July 17, 2009, concerning an approximately 83-acre 18-hole golf course located at 6900 West Manchester Avenue in the Westchester community of Los Angeles, California; and

WHEREAS, the parties desire to amend the Lease as further set forth by the terms herein;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, do hereby mutually agree that the Lease shall BE AMENDED AS FOLLOWS:

AMENDMENTS

1. Sections 1.1, 1.2, and 1.2(a) of the Lease are hereby deleted and replaced as follows:

1.1 The term ("Term") of this Lease shall commence on the first day of the month following Lessee's receipt of all required approvals from the Federal Aviation Administration ("FAA"), including completion of environmental review pursuant to the National Environmental Policy Act ("NEPA"), and City's delivery to Lessee of a written notice confirming the commencement of the Lease ("Commencement Date"), and shall expire on February 28, 2021, unless terminated earlier or extended under the provisions of this Lease.

1.2 So long as no Default Event (hereinafter defined) has occurred and is continuing, Lessee shall have the right to an extension of the Term of this Lease for an additional eighteen and one-half (18.5) years ("Extension Option") without the requirement of a further request for proposal process, upon satisfaction of the following conditions precedent on or before February 28, 2021:

(a) City and Lessee shall have executed an amendment to this Lease, subject to approval by the Board and City Council, which approval shall not be unreasonably withheld, whereby Lessee shall commit to the Additional Investment (as defined in Section 6.12) and shall agree to such additional terms and conditions with respect to the use or expenditure of the Additional Investment as City may reasonably require. It being expressly agreed to by the parties that the total amount of Additional Investment and all other terms, covenants and conditions of the Lease, except for the provisions relating to the development of the Additional Investment and other provisions reasonably related hereto, shall be in accordance with this Lease and shall remain in full force and effect; and

2. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Lease, and except as expressly amended herein, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect.

SIGNATURE BLOCKS

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

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: 8/13/19

Date: _____

By: Cynthia Alexch
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

ATTEST:

**WESTCHESTER GOLF PARTNERS
LLC, a California limited liability company**

By: Cliff Webb
Signature (Secretary)
Cliff Webb
Print Name

By: Paul Major
Signature
PAUL MAJOR
Print Name
Manager
Print Title