

AMENDMENT NUMBER THREE TO ADVERTISING CONCESSION LEASE

THIS THIRD AMENDMENT TO ADVERTISING CONCESSION LEASE (“Third Amendment”) is made and entered into as of _____, 2023, by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“County”) and LAMAR AIRPORT ADVERTISING CO. (“Tenant”). County and Tenant may sometimes hereinafter individually be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, County and Tenant entered into an Advertising Concession Lease, dated February 27, 2018 (“Existing Lease”); and

WHEREAS, County, through its Board of Supervisors, is the owner and proprietor of John Wayne Airport (“JWA” or “Airport”), located in the County of Orange, State of California, and operates and maintains the Airport as a governmental function for the primary purpose of providing air transportation to the public; and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the First Amendment, dated May 28, 2021, to allow Tenant to pay reduced rent for three (3) months in exchange for providing County with advertising services (“First Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Second Amendment, dated August 9, 2021, to abate MAG for the months of June, July, August, and September 2021; and

WHEREAS, County and Tenant now desire to further amend the Existing Lease, as amended by the First Amendment and Second Amendment, to provide additional rent relief pursuant to Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSAA”) and American Rescue Plan Act (“ARPA”) grants.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Tenant hereby agree as follows:

AGREEMENTS

1. **Annual Rent.** Section 4.01(A)(4) shall be added as follows:

“4) **CRRSAA and ARPA Concession Rent Relief.** Pursuant to CRRSAA and ARPA concession rent relief grants, rent in the amount of \$1,063,772.24 shall be abated.”

2. **No Other Amendments; This Third Amendment Governs and Controls.** Except as expressly modified by this Third Amendment, the Existing Lease, as amended by the First Amendment and Second Amendment, shall remain unmodified and in full force and effect and is hereby reinstated, ratified, and affirmed. To the extent any of the provisions of this Third

Amendment are inconsistent with any of the provisions set forth in the Existing Lease, First Amendment, and Second Amendment, the provisions of this Third Amendment shall govern and control. Any reference to the "Agreement," "hereunder," "hereof," "herein," or words of like import in the Existing Lease, First Amendment, Second Amendment, and this Third Amendment shall mean and be a reference to the Existing Lease as hereby amended, and the Existing Lease, First Amendment, Second Amendment, and this Third Amendment shall be read and interpreted as if it was one agreement.

3. **Authority.** Each Party represents to the other Party or Parties that the individual executing this Third Amendment on behalf of such Party has the capacity and authority to execute and deliver this Third Amendment on behalf of such Party, and that this Third Amendment, once executed and delivered, is the legal, valid, and binding obligation of such Party.

4. **Governing Law.** This Third Amendment and the Existing Lease, as previously amended, shall be governed by and construed in accordance with the laws of the State of California.

5. **Counterparts and Execution.** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Third Amendment by facsimile or as a Portable Document Format ("PDF") or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

6. **Severability.** If any provision of this Third Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Third Amendment shall nonetheless remain in full force and effect.

7. **Contractual Obligations.** Tenant shall be current on all contractual obligations, including but not limited to, MAG, Percentage Rent, Insurance, Security Deposit, late fees, penalties, and fines through July 31, 2023, except as otherwise provided for herein. Tenant shall maintain JWA-approved concession locations and hours of operation.

[Signatures appear on the following page]

IN WITNESS WHEREOF, County and Tenant have executed this Third Amendment as of the day and year first above written.

***TENANT:**

Lamar Airport Advertising Co.

DocuSigned by:
By: Christopher Trares
Its: VR468E1CF7A04BA...
Name: Christopher Trares

By: _____
Its: _____
Name: _____

APPROVED AS TO FORM:

County Counsel
DocuSigned by:
By: Mark Sanchez
5EE68EC8DA7B48F...

APPROVED AS TO AUDIT AND ACCOUNTING:

Auditor-Controller
DocuSigned by:
By: Vivian Canton
56A18D741201417...

RECOMMENDED FOR APPROVAL:

John Wayne Airport
DocuSigned by:
By: Charlene Reynolds
A1A528A921AF49F... holds
Airport Director

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Robin Stieler
Clerk of the Board of Supervisors

COUNTY

COUNTY OF ORANGE

By: _____
Chairman, Board of Supervisors