

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 SIXTH AMENDMENT TO LEASE NO. 17448

2 **17448**

3 This Sixth Amendment to Lease No. 17448 ("Sixth Amendment"), is made
4 and entered, in duplicate, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach, at its meeting on November 20, 2012, by and between the CITY OF
6 LONG BEACH, a municipal corporation ("Landlord"), and AMERICAN GOLF
7 CORPORATION, a California corporation ("Tenant").

8 **RECITALS**

9 A. The parties entered into Lease No. 17448 on July 18, 1984 (the
10 "Original Lease") and subsequently amended and supplemented the Original Lease
11 pursuant to: (i) the Supplement to Lease dated April 5, 1985 (the "Supplement"); (ii) the
12 Amendment to Lease dated August 18, 1987 (the "Amendment"); (iii) the First
13 Amendment of Lease dated March 22, 1989 (the "First Amendment"); (iv) the Second
14 Amendment of Lease dated June 13, 1989 (the "Second Amendment"); (v) the Third
15 Amendment to Lease No. 17448 dated March 2, 1999 (the "Third Amendment"); (vi) the
16 Fourth Amendment to Lease No. 17448 dated July 9, 2003 (the "Fourth Amendment");
17 and (vii) the Fifth Amendment to Lease No. 17448 dated July 2, 2007, (the "Fifth
18 Amendment"). The Original Lease, as modified by the Supplement, the Amendment, the
19 First Amendment, the Second Amendment, the Third Amendment, the Fourth
20 Amendment, and the Fifth Amendment are referred to in this Sixth Amendment as the
21 "Lease."

22 B. Pursuant to the Third Amendment, Tenant was required to donate
23 each of the City's five golf courses one day, each lease year, free of charge with respect
24 to green fees and rental of golf carts to charities approved by the City Manager of his
25 designee.

26 C. Now the parties desire to change the terms and conditions of the
27 "Free Day for Charities" section of the Lease.

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NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained in this Sixth Amendment, Landlord and Tenant agree as follows:

1. Paragraph 6.20 of the Third Amendment is hereby deleted and amended in its entirety to read as follows:

“6.20 Free Day for Charities: Tenant shall provide each of the City’s golf courses one (1) day each lease year, to charities approved by Tenant in order to enable such charities to raise funds. Tenant has the option to either collect from the chosen charity the rent due to Landlord for the actual number of players and carts, or donate the courses to the charities, free of charge with respect to green fees and cart fees, provided, however, Tenant shall pay the percentage rent due Landlord for the actual number of players and golf carts used for the charity events.”

2. Except as expressly amended herein, all of the terms and conditions in Lease Agreement No. 17448 are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, Landlord and Tenant have signed this Sixth Amendment with all formalities required by law as of the date first stated above.

Date: April 14, 2014

AMERICAN GOLF CORPORATION, a California corporation

By: [Signature]
Executive Vice President

By: [Signature]
Chief Financial Officer

"Tenant"

Date: 4.22, 2014

CITY OF LONG BEACH, a municipal corporation

By: [Signature] Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 3C1 OF THE CITY CHARTER.

"Landlord"

This Sixth Amendment to Lease No. 17448 is approved as to form on April 16, 2014.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy