



AGENDA STAFF REPORT

ASR Control 23-000616

MEETING DATE: 08/08/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Charlene V. Reynolds (949) 252-5183
Kim Kitko (949) 252-5291

SUBJECT: Approve Amendments to Concession Leases

Table with 3 columns: CEO CONCUR (Concur), COUNTY COUNSEL REVIEW (Approved Agreement to Form), CLERK OF THE BOARD (Discussion, 3 Votes Board Majority)

Budgeted: Yes Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: No # of Positions: Sole Source: No

Current Fiscal Year Revenue: See Financial Impact Section

Funding Source: N/A County Audit in last 3 years: No

Levine Act Review Completed: Yes

Prior Board Action: 6/27/2023 #53, 7/27/2021 #22, 2/27/2018 #20, 8/22/2017 #11

RECOMMENDED ACTION(S):

- 1. Approve and execute Amendment Number Two to the Wireless Public Internet Access and Distributed Antenna System Agreement with Concourse Communications Group, LLC...
2. Approve and execute Amendment Number Three to the Advertising Concession Lease with Lamar Airport Advertising Co. to provide additional concession rent relief...
3. Approve and execute Amendment Number Five to Specialty Concession Lease with Hojeij Branded Foods, LLC...
4. Approve and execute Amendment Number Six to the News and Gift and Specialty Retail Concession Lease with John Wayne NG-AC JV...

5. Approve and execute Amendment Number Seven to the News and Gift and Specialty Retail Concession Lease with Paradies-OC, LLC to provide additional concession rent relief of \$313,425 pursuant to the Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act grants administered by the Federal Aviation Administration.

**SUMMARY:**

Approval of Amendments will provide the eligible concession tenants with concession rent relief through the Coronavirus Response and Relief Supplement Appropriations Act and American Rescue Plan Act grants administered by the Federal Aviation Administration.

**BACKGROUND INFORMATION:**

The Board of Supervisors (Board) awarded leases to concession tenants that operate at John Wayne Airport (JWA) as amended as set forth below:

**Concourse Communications Group, LLC (Boingo)**

<b>Board Date</b>	<b>Action Taken</b>	<b>Effective Date</b>
2/25/2014 #31	Awarded Wireless Public Internet Access and Distributed Antenna System Agreement	7/1/14 – 7/31/23
6/27/2023 #53	Amendment No. 1 approved extending the agreement by 10 years	8/1/23 – 7/31/33
8/8/2023	Amendment No. 2 proposed to provide additional concession rent relief of \$41,877	8/1/23 – 7/31/33

**Lamar Airport Advertising Co. (Lamar)**

<b>Board Date</b>	<b>Action Taken</b>	<b>Effective Date</b>
2/27/2018 #20	Awarded Advertising Concession Lease	3/1/18 – 2/29/28
5/28/2021*	Amendment No. 1 reduced rent in exchange for County advertising services	5/28/21
8/9/2021*	Amendment No. 2 to abate MAG for the months of June, July, August, and September 2021	8/9/21
8/8/2023	Amendment No. 3 proposed to provide additional concession relief of \$1,063,772	3/1/18 – 2/29/28

\*Executed by Airport Director pursuant to Resolution 20-025 Delegated Authority

**Hojeij Branded Foods, LLC (Vino Volo)**

<b>Board Date</b>	<b>Action Taken</b>	<b>Effective Date</b>
11/9/2010 #50	Awarded Specialty Concession Lease	11/9/10 – 7/19/16
8/1/2016	Airport Director exercised the option to extend the term three years commencing 7/20/16 – 7/19/19	7/20/16 – 7/19/19
8/22/2017 #11	Approved a Consent to Assignment of the Specialty Concession Lease	8/22/17
5/7/2020*	Amendment No. 1 for rent deferment 3/1/20 - 6/30/20	5/7/20
7/29/2020*	Amendment No. 2 to extend rent deferment 7/1/20 - 9/30/20	7/29/20
6/30/2021*	Amendment No. 3 to extend the term through 9/30/2022, structured repayment of deferred MAG, suspend MAG and change to Percentage Rent	6/30/21 – 9/30/22
9/1/2022*	Amendment No. 4 to extend Lease term through 12/31/23	9/1/22 – 12/31/23
8/8/2023	Amendment No. 5 proposed for Board approval to provide additional concession rent relief of \$65,905	8/8/23

\*Executed by Airport Director pursuant to Resolution 20-025 Delegated Authority

**John Wayne NG-AC JV (Hudson)**

<b>Board Date</b>	<b>Action Taken</b>	<b>Effective Date</b>
1/11/2011 #26	Awarded News and Gift Concession Lease	1/11/11 – 1/20/22
5/7/2020*	Amendment No. 1 for rent deferment 3/1/20 – 6/30/20	5/7/20
7/1/2020*	Amendment No. 2 for rent deferment 7/1/20 – 9/30/20	7/1/20
4/14/2021*	Amendment No. 3 to extend the term through 9/30/22, structured repayment of deferred MAG, suspend MAG and change to Percentage Rent	1/11/11 – 9/30/22
10/26/2021*	Amendment No. 4 to abate the MAG for the months of June, July, August, and September 2021	10/26/21
9/1/2022*	Amendment No. 5 to extend the term through 9/30/23	1/11/11 – 12/31/23
08/8/2023	Amendment No. 6 proposed for Board approval to provide additional concession relief of \$873,362	8/8/23

\*Executed by Airport Director pursuant to Resolution 20-025 Delegated Authority

**Paradies-OC, LLC (Paradies)**

<b>Board Date</b>	<b>Action Taken</b>	<b>Effective Date</b>
1/11/2011 #25	Awarded News and Gift Concession Lease	1/11/11 - 11/13/21
5/7/2020*	Amendment No. 1 for rent deferment 3/1/20 - 6/30/20	5/7/20
7/1/2020*	Amendment No. 2 for rent deferment 7/1/20 – 9/30/20	7/1/20
6/14/2021*	Amendment No. 3 to extend term through 09/30/22, structured repayment of deferred MAG, suspend MAG and change to Percentage Rent	6/14/21
7/27/2021 #22	Amendment No. 4 to ratify MAG adjustment with Paradies	3/1/21
10/26/2021*	Amendment No. 5 to abate MAG for the months of June, July, August, and September 2021	10/26/21
9/1/2022*	Amendment No. 6 to extend the term through 9/30/23	1/11/11 – 9/30/23
8/8/2023	Amendment No. 7 proposed for Board approval to provide additional concession relief of \$313,425	8/8/23

\*Executed by Airport Director pursuant to Resolution 20-025 Delegated Authority

The COVID-19 pandemic significantly impacted operations, passenger travel, airport operating revenue and JWA’s tenants. During the pandemic, JWA worked with tenants to provide relief measures such as rent deferrals and rent abatements pursuant to Delegated Authority granted by CEO/Real Estate and Board Resolution 20-025. The Federal Government signed into law the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) on December 27, 2020, and the American Rescue Plan Act (ARPA) on March 11, 2021, which included funds to provide economic relief to eligible airport concessions in order to prevent, prepare for, and respond to the COVID-19 pandemic. CRRSAA and ARPA grant funds were administered by the Federal Aviation Administration (FAA) for airports across the country.

The FAA required airport sponsors receiving CRRSAA and ARPA concessions relief grants to provide such relief on a proportional basis to eligible airport concessions based on several requirements. In 2021, JWA proactively abated four months of Minimum Annual Guaranteed (MAG) rent to provide financial relief for concession tenants while the FAA determined funding allocations for each eligible airport. The FAA granted some concessions additional relief over the four-month MAG abatement based on their criteria and methodology.

**APPROVED GRANT PLAN:**

In March 2023, the FAA approved and disbursed CRRSAA and ARPA concession rent relief grant payments in the combined amount of \$5,518,488 to be allocated among eligible airport concession tenants based on the approved concession rent relief plan. Please see the table below for the concessions that were allocated rent relief in excess of the four months of MAG.

<b>Concession Tenant Name</b>	<b>CRRSAA Grant Concession Rent Relief</b>	<b>ARPA Grant Concession Rent Relief</b>	<b>Total Grant Concession Rent Relief</b>	<b>Less: 4 Month MAG Abatement</b>	<b>Additional Rent Relief</b>
Boingo	\$7,189	\$34,688	\$41,877	\$0	\$41,877
Lamar	\$83,918	\$1,476,844	\$1,560,762	\$(496,990)	\$1,063,772
Vino Volo	\$11,314	\$54,591	\$65,905	\$0	\$65,905
Hudson	\$76,033	\$1,338,072	\$1,414,105	\$(540,743)	\$873,362
Paradies	\$67,926	\$716,916	\$784,842	\$(471,417)	\$313,425
All Other Concessions	\$857,318	\$793,679	\$1,650,997	\$(1,650,997)	\$0
<b>Total</b>	<b>\$1,103,698</b>	<b>\$4,414,790</b>	<b>\$5,518,488</b>	<b>\$(3,160,147)</b>	<b>\$2,358,341</b>

Approval of the lease amendments will allow JWA to provide qualified concessions tenants final rent relief funding required under CRRSAA and APRA grants, which will exhaust all COVID funding available for concessions.

**Compliance with CEQA:**

This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since approval of the amendments will provide the eligible concession tenants with economic rent relief through the CRRSAA and ARPA administered by the FAA. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

**FINANCIAL IMPACT:**

Revenues related to the concession rent relief grants are included in Fund 280, Airport Operating Fund, FY 2023-24 Budget.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Amendment Number Two to the Wireless Public Internet Access and Distributed Antenna System Agreement with Concourse Communications Group, LLC

Attachment B - Amendment Number Three to the Advertising Concession Lease with Lamar Airport Advertising Co.

Attachment C - Amendment Number Seven to the News and Gift and Specialty Retail Concession Lease with Paradies – OC, LLC

Attachment D - Amendment Number Five to Specialty Concession Lease with Hojeij Branded Foods, LLC

Attachment E - Amendment Number Six to the News and Gift and Specialty Retail Concession Lease  
with John Wayne NG-AC JV

**AMENDMENT NUMBER TWO TO WIRELESS PUBLIC INTERNET ACCESS AND  
DISTRIBUTED ANTENNA SYSTEM AGREEMENT**

THIS SECOND AMENDMENT TO WIRELESS PUBLIC INTERNET ACCESS AND DISTRIBUTED ANTENNA SYSTEM AGREEMENT (“Second Amendment”) is made and entered into as of July 1, 2023, by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“County”) and CONCOURSE COMMUNICATIONS GROUP, LLC (“Operator”). County and Operator may sometimes hereinafter individually be referred to as “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, County and Operator entered into a Wireless Public Internet Access and Distributed Antenna System Agreement dated February 25, 2014 (“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, on June 2, 2021, pursuant to Section 2.02 of the Agreement, the Airport Director extended the term one (1) additional year, effective August 1, 2021 through July 31, 2022;

WHEREAS, on May 25, 2022, pursuant to Section 2.02 of the Existing Agreement, County exercised its option to extend the term one additional year, effective August 1, 2022 through July 31, 2023; and

WHEREAS, County and Operator executed the First Amendment, dated June 27, 2023, to extend the term ten (10) additional years for a total investment amount of \$1.49 million to improve the Wi-Fi and Distributed Antenna System (“DAS”) and \$300,000 in additional network upgrades (“First Amendment”); and

WHEREAS, County and Tenant now desire to further amend the Existing Lease, as amended by the First Amendment, to provide 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 Operator hereby agree as follows:

**AGREEMENTS**

1. **Annual Fee.** Exhibit E shall be deleted and replaced as attached hereto.
2. **No Other Amendments; This Second Amendment Governs and Controls.** Except as expressly modified by this Second Amendment, the Existing Lease, as amended by the

First 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 Second Amendment are inconsistent with any of the provisions set forth in the Existing Lease, and First Amendment, the provisions of this Second Amendment shall govern and control. Any reference to the “Agreement,” “hereunder,” “hereof,” “herein,” or words of like import in the Existing Lease, First Amendment and this Second Amendment shall mean and be a reference to the Existing Lease as hereby amended, and the Existing Lease, First Amendment and this Second 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 Second Amendment on behalf of such Party has the capacity and authority to execute and deliver this Second Amendment on behalf of such Party, and that this Second Amendment, once executed and delivered, is the legal, valid and binding obligation of such Party.

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

5. **Counterparts and Execution.** This Second 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 Second 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 Second Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Second Amendment shall nonetheless remain in full force and effect.

7. **Contractual Obligations.** Operator 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.

*[Signatures appear on following pages]*



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

**\*OPERATOR:**

Concourse Communication Group, LLC

DocuSigned by:  
*Peter Hovenier*  
By: \_\_\_\_\_  
Its: DED1FAC294BC421... CFO \_\_\_\_\_  
Name: ter Hovenier  
6/22/2023

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel  
DocuSigned by:  
*Mark Sanchez*  
By: \_\_\_\_\_  
5EE68EC8DA7B48F...

APPROVED AS TO AUDIT AND ACCOUNTING:

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

RECOMMENDED FOR APPROVAL:

John Wayne Airport  
DocuSigned by:  
*Charlene Reynolds*  
By: \_\_\_\_\_  
A1A528A921AF49F...  
Charlene V. Reynolds  
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

## EXHIBIT E- SPECIAL PROVISIONS

**SECTION 4.01 FEE**

OPERATOR agrees to pay the following fees, payable monthly in arrears, on or before the twentieth day of each month.

- A. Annual Fee. OPERATOR shall pay to COUNTY for each accounting year the Annual Fee based on the following schedule:

Year One (1) 2014 – 2015	\$150,000	One Hundred and Fifty Thousand Dollars
Year Two (2) 2015 – 2016	\$150,000	One Hundred and Fifty Thousand Dollars
Year Three (3) 2016 – 2017	\$150,000	One Hundred and Fifty Thousand Dollars
Year Four (4) 2017 – 2018	\$150,000	One Hundred and Fifty Thousand Dollars
Year Five (5) 2018 – 2019	\$150,000	One Hundred and Fifty Thousand Dollars
Year Six (6) 2019 – 2020	\$150,000	One Hundred and Fifty Thousand Dollars
Year Seven (7) 2020 – 2021	\$150,000	One Hundred and Fifty Thousand Dollars
Year Eight (8) 2021 – 2022	\$150,000	One Hundred and Fifty Thousand Dollars
Year Nine (9) 2022 – 2023	\$150,000	One Hundred and Fifty Thousand Dollars
Year Ten (10) 2023 – 2024	\$150,000	One Hundred and Fifty Thousand Dollars
Year Eleven (11) 2024 – 2025	\$150,000	One Hundred and Fifty Thousand Dollars
Year Twelve (12) 2025 – 2026	\$150,000	One Hundred and Fifty Thousand Dollars
Year Thirteen (13) 2026 – 2027	\$150,000	One Hundred and Fifty Thousand Dollars
Year Fourteen (14) 2027 – 2028	\$150,000	One Hundred and Fifty Thousand Dollars
Year Fifteen (15) 2028 – 2029	\$150,000	One Hundred and Fifty Thousand Dollars
Year Sixteen (16) 2029 – 2030	\$150,000	One Hundred and Fifty Thousand Dollars
Year Seventeen (17) 2030 – 2031	\$150,000	One Hundred and Fifty Thousand Dollars
Year Eighteen (18) 2031 – 2032	\$150,000	One Hundred and Fifty Thousand Dollars
Year Nineteen (19) 2032 – 2033	\$150,000	One Hundred and Fifty Thousand Dollars

- B. CRRSAA and ARPA Concession Rent Relief. Pursuant to CRRSAA and ARPA concession rent relief grants, rent in the amount of \$41,877 shall be abated.

## 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: VR46BE1CF7A04BA...  
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  
A1A2031107E  
Charlene V. Reynolds  
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:

COUNTY

COUNTY OF ORANGE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors

**AMENDMENT NUMBER SEVEN TO NEWS AND GIFT AND SPECIALTY RETAIL  
CONCESSION LEASE**

THIS SEVENTH AMENDMENT TO SPECIALTY RETAIL CONCESSION LEASE (“Seventh 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 PARADIES-OC, LLC (“Tenant”). County and Tenant may sometimes hereinafter individually be referred to as “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, County and Tenant entered into a News and Gift and Specialty Retail Concession Lease, dated January 11, 2011 (“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 7, 2020, for deferment of rent from March 1, 2020 through June 30, 2020 (“First Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Second Amendment, dated July 1, 2020, to extend the deferment of rent from July 1, 2020 through September 30, 2020 (“Second Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Third Amendment, dated June 14, 2021, to extend the Existing Lease term through September 30, 2022, require a deferred rent structured repayment of sixteen (16) equal payments, and suspend Minimum Annual Guarantee (“MAG”) and instead require the payment of Percentage Rent (“Third Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Fourth Amendment, dated July 27, 2021, to provide an adjustment of MAG on a proportional basis based on Tenant’s relinquishment of concession locations (“Fourth Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Fifth Amendment to Lease, dated October 26, 2021, to abate MAG for the months of June, July, August, and September 2021 (“Fifth Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Sixth Amendment, dated September 1, 2022, to extend the Existing Lease term through September 30, 2023; and

WHEREAS, County and Tenant now desire to further amend the Existing Lease, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth 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)(5) shall be amended as to read in its entirety as follows:

“5) **Abatement MAG Rent.** The monthly MAG of \$88,390.76 shall be abated for the months of June, July, August and September 2021, for a total of \$353,563.04. Any annual Percentage Rent due over the MAG amount shall be reconciled by JWA Accounting and settled by Tenant at the end of the Tenant’s accounting year.”

2. **Annual Rent.** Section 4.01(A)(6) shall be added as follows:

“6) **CRRSAA and ARPA Concession Rent Relief.** Pursuant to CRRSAA and ARPA concession rent relief grants, rent in the amount of \$ 431,278.96 shall be abated.”

3. **No Other Amendments; This Seventh Amendment Governs and Controls.** Except as expressly modified by this Seventh Amendment, the Existing Lease, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth 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 Seventh Amendment are inconsistent with any of the provisions set forth in the Existing Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment, the provisions of this Seventh 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, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and this Seventh Amendment shall mean and be a reference to the Existing Lease as hereby amended, and the Existing Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and this Seventh Amendment shall be read and interpreted as if it was one agreement.

4. **Authority.** Each Party represents to the other Party or Parties that the individual executing this Seventh Amendment on behalf of such Party has the capacity and authority to

execute and deliver this Seventh Amendment on behalf of such Party, and that this Seventh Amendment, once executed and delivered, is the legal, valid and binding obligation of such Party.

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

6. **Counterparts and Execution.** This Seventh 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 Seventh 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.

7. **Severability.** If any provision of this Seventh Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Seventh 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 Seventh Amendment as of the day and year first above written.

**\*TENANT:**

Paradies-OC, LLC

DocuSigned by:  
By: Gregg Paradies  
Its: 51E7E8C5FA3F4DB8 President & CEO  
Name: Gregg Paradies

DocuSigned by:  
By: Karen Suttle  
Its: 563829EEBF60485 Senior Vice President  
Name: Karen Suttle

APPROVED AS TO FORM:

County Counsel  
DocuSigned by:  
By: Mark Sanchez  
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APPROVED AS TO AUDIT AND ACCOUNTING:

Auditor-Controller  
DocuSigned by:  
By: Vivian Canton  
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RECOMMENDED FOR APPROVAL:

John Wayne Airport  
DocuSigned by:  
By: Charlene Reynolds  
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Charlene V. Reynolds  
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

**AMENDMENT NUMBER FIVE TO SPECIALTY CONCESSION LEASE**

THIS FIFTH AMENDMENT TO SPECIALTY CONCESSION LEASE (“Fifth 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 HOJEIJ BRANDED FOODS, LLC (“Tenant”). County and Tenant may sometimes hereinafter individually be referred to as “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, County and Taste Inc. dba Vino Volo (“Taste”) entered into a Specialty Concession Lease, dated November 9, 2010 (“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, on August 1, 2016, pursuant to Section 2.02 of the Existing Lease, County and Taste agreed to extend the Existing Lease term three (3) years, effective July 20, 2016 through July 19, 2019; and

WHEREAS, on September 12, 2019, County, Taste, and Tenant entered into a Consent to Assignment Agreement whereby Tenant was assigned the Existing Lease and the right to continue operating the Vino Volo specialty concession at JWA; and

WHEREAS, on July 20, 2019, pursuant to Section 2.03 of the Existing Lease, Tenant commenced a holdover tenancy of the Leased Premises; and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the First Amendment, dated May 7, 2020, for deferment of rent from March 1, 2020 through June 30, 2020 (“First Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Second Amendment, dated July 29, 2020, to extend the deferment of rent from July 1, 2020 through September 30, 2020 (“Second Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Third Amendment, dated June 30, 2021, to extend the Existing Lease term through September 30, 2022, require a structured repayment of sixteen (16) equal payments, and suspend Minimum Annual Guarantee (“MAG”) and instead require the payment of Percentage Rent (“Third Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Fourth Amendment, dated September 1, 2022, to extend the Existing Lease term through December 31, 2023 (“Fourth Amendment”), and

WHEREAS, County and Tenant now desire to further amend the Existing Lease, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth 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)(5) shall be added as follows:

“5) **CRRSAA and ARPA Concession Rent Relief.** Pursuant to CRRSAA and ARPA concession rent relief grants, rent in the amount of \$65,905.00 shall be abated.”

2. **No Other Amendments; This Fifth Amendment Governs and Controls.**

Except as expressly modified by this Fifth Amendment, the Existing Lease, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth 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 Fifth Amendment are inconsistent with any of the provisions set forth in the Existing Lease, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, the provisions of this Fifth 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, Third Amendment, Fourth Amendment, and this Fifth Amendment shall mean and be a reference to the Existing Lease as hereby amended, and the Existing Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth 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 Fifth Amendment on behalf of such Party has the capacity and authority to execute and deliver this Fifth Amendment on behalf of such Party, and that this Fifth Amendment, once executed and delivered, is the legal, valid and binding obligation of such Party.

4. **Governing Law.** This Fifth 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 Fifth 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 Fifth 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 Fifth Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Fifth 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, 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 Fifth Amendment as of the day and year first above written.

TENANT: Hojeij Branded Foods, LLC

DocuSigned by:  
E Karen Suttle \_\_\_\_\_  
Its: 563929EEBF604B5... President  
Name: Karen Suttle \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel  
DocuSigned by:  
E Mark Sanchez \_\_\_\_\_  
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APPROVED AS TO AUDIT AND ACCOUNTING:

Auditor-Controller  
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E Vivian Canton \_\_\_\_\_  
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RECOMMENDED FOR APPROVAL:

John Wayne Airport  
DocuSigned by:  
E Charlene Reynolds \_\_\_\_\_  
A1A528A921AF49F... Reynolds  
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:

COUNTY

COUNTY OF ORANGE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors

**AMENDMENT NUMBER SIX TO NEWS AND GIFT AND SPECIALTY RETAIL  
CONCESSION LEASE**

THIS SIXTH AMENDMENT TO SPECIALTY RETAIL CONCESSION LEASE (“Sixth 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 JOHN WAYNE NG-AC JV (“Tenant”). County and Tenant may sometimes hereinafter individually be referred to as “Party” or jointly as “Parties.”

**RECITALS**

WHEREAS, County and Tenant entered into a News and Gift and Specialty Retail Concession Lease, dated January 11, 2011 (“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 7, 2020, for deferment of rent from March 1, 2020 through June 30, 2020 (“First Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Second Amendment, dated July 1, 2020, to extend the deferment of rent from July 1, 2020 through September 30, 2020 (“Second Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Third Amendment, dated April 14, 2021, to extend the Existing Lease term through September 30, 2022, suspend Minimum Annual Guarantee (“MAG”) and instead require the payment of Percentage Rent (“Third Amendment”); and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Fourth Amendment, dated October 26, 2021, to abate MAG for the months of June, July, August, and September 2021; and

WHEREAS, due to the COVID-19 pandemic, County and Tenant executed the Fifth Amendment, dated September 1, 2022, to extend the Existing Lease term through September 30, 2023; and

WHEREAS, County and Tenant now desire to further amend the Existing Lease, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, to provide additional rent relief pursuant to Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA”) 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)(5) shall be added as follows:

“5) **CRRSA and ARPA Concession Rent Relief.** Pursuant to CRRSA and ARPA concession rent relief grants, rent in the amount of \$873,362.28 shall be abated.”

2. **No Other Amendments; This Sixth Amendment Governs and Controls.** Except as expressly modified by this Sixth Amendment, the Existing Lease, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth 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 Sixth Amendment are inconsistent with any of the provisions set forth in the Existing Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, the provisions of this Sixth 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, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment shall mean and be a reference to the Existing Lease as hereby amended, and the Existing Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth 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 Sixth Amendment on behalf of such Party has the capacity and authority to execute and deliver this Sixth Amendment on behalf of such Party, and that this Sixth Amendment, once executed and delivered, is the legal, valid, and binding obligation of such Party.

4. **Governing Law.** This Sixth 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 Sixth 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 Sixth 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 Sixth Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Sixth 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 Sixth Amendment as of the day and year first above written.

**\*TENANT:**  
JOHN WAYNE NG-AC JV

By: Courtney C. Thornton  
Its: EVP, Corporate Strategy & Business Development  
Name: Courtney Thornton

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel  
DocuSigned by:  
By: Mark Sanchez  
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APPROVED AS TO AUDIT AND ACCOUNTING:

Auditor-Controller  
DocuSigned by:  
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RECOMMENDED FOR APPROVAL:

John Wayne Airport  
DocuSigned by:  
By: Charlene Reynolds  
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Charlene V. Reynolds  
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:

COUNTY

COUNTY OF ORANGE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors