



(424) 526-7777 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

August 08, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONSENT TO ASSIGNMENT AND
APPROVAL OF AMENDMENT NO. 14 TO LEASE AGREEMENT NO. 10200
LAACO, LTD (PARCEL 132S) – MARINA DEL REY
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 10200 ("Lease") for Parcel 132S with the current lessee, LAACO, LTD., a California limited partnership ("LAACO") to CRESCENDO PACIFIC MARINA LLC, a Delaware limited liability company ("CRESCENDO"), and additionally to amend the Lease to include: i) compliance with the County's Labor Peace Policy and the Prevailing Wage laws; ii) an additional remedy permitting the County to seek specific performance against the Lessee in the event Lessee fails to properly maintain and repair the project's improvements; and (iii) an increase in the general liability insurance coverage limits.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Consent to the proposed assignment of the Parcel 132S Lease to CRESCENDO.
3. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, approved as to form by County Counsel, necessary to effectuate the assignment of

the Parcel 132S Lease.

4. Approve and authorize the Chair of the Board to sign the attached Amendment No. 14 to Lease No. 10200.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAACO (Lessee) is requesting the County's consent to assign its leasehold interest in Parcel 132S to CRESCENDO (Assignee). Pursuant to the terms of the Lease, the Lessee must obtain the County's consent to the proposed assignment of the Lease.

Pursuant to the Department of Beaches and Harbors Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, the County's decision whether to approve the proposed assignment shall be based on, among other factors, the following: a) the financial condition of the proposed assignee; b) the price to be paid for the leasehold as it relates to improvements or potential development thereon; and c) the management of the leasehold by the proposed Assignee being in the best interest of the whole Marina.

The Department of Beaches and Harbors has reviewed the proposed assignment and has found that; a) the Assignee, Crescendo, is a full-service commercial real estate investment and operating platform specializing in the acquisition, development, repositioning, and management of a variety of property types across the Southwestern United States; b) the proposed Assignee's co-founders, Jeffrey S. Weiss and Colin P. Shepherd, have together more than 56 years of combined experience in real estate, and have managed and developed assets worth over \$145 billion, spanning over 26.5 million square feet; and c) the proposed sales price of \$1,250,000 for Parcel 132S appears to be justified based on its remaining term and the valuation of the business. The proposed assignee has selected Kemper Sports Management, Inc. ("Kemper"), a recognized and experienced property management company that specializes in the management and marketing of clubs, golf courses, sports and event facilities, and destination resorts. Kemper has previously been engaged by LAACO to manage the Los Angeles Athletic Club, and thus, is familiar with the context of the California Yacht Club's ownership.

The proposed assignment contains an agreement for an extra \$750,000 payable by the buyer, if the term of the Lease is extended through or beyond July 31, 2027 in accordance with the terms of the Lease. If the Lease expires on July 31, 2025, the note automatically terminates. If the term is extended, the buyer shall pay 50% of the note amount on June 30, 2026, and the final 50% on June 30, 2027. The buyer may qualify for a reduction of 50% of the costs to secure an extension, including the completion of the Promenade Project, with a maximum reduction not exceeding \$375,000. It should be noted that none of these provisions impacts the County, and that the County has made no representations or commitments regarding the availability of any Lease extension or the County's intent to exercise its available extension options.

Implementation of Strategic Plan Goals

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

FISCAL IMPACT/FINANCING

The proposed actions will have no direct fiscal impact on the County, as the proposed Lease assignment and Amendment do not trigger any contractual obligation for the Lessee to pay a fee to the County. Additionally, the Department anticipates there will be no impact to its operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the California Yacht Club, Parcel 132S contains 253 boat slips and a 20,000 square foot, two-story clubhouse and ancillary buildings, and occupies 5.69 acres of land and 9.95 acres of water in Marina del Rey. The 56-year and nine-month ground lease between the County and Lessee was executed in 1965 and was set to expire on July 31, 2022, and on July 12, 2022, the Board of Supervisors approved Amendment No. 13 which extended the Lease term by three (3) years to July 31, 2025, with two (2) one-year options to further extend at the discretion of the County. Additionally, the Board approved a retroactive consent to the prior assignment of the Lease which occurred when the lessee entity LAACO was sold to CubeSmart as a part of a larger portfolio purchase.

No participation fee is due to the County under the term of the Lease.

Leasing of County-owned property in Marina del Rey is authorized by Government Codes 25536 and 25907.

Proposed Lease Amendment No. 14 will add and include the following additional Lessee obligations:

- a) Labor Peace Agreement. Lessee will require any Hospitality Operator with employees operating the restaurant located on the premises to enter into a Labor Peace Agreement with the relevant labor unions.
- b) Policy of Equity. Lessee agrees to cooperate with the County to advance the County's adopted equity and inclusion programs and policies.
- c) Default Remedies. The County will be entitled to the remedy of specific performance in the event of a Lessee default related to the repair, renovation, maintenance, or safety requirements in the Lease.
- d) Prevailing Wage. Lessee will be required to comply with the Prevailing Wage law for any construction and/or improvement work undertaken pursuant to Lease.
- e) Insurance. Lessee will be required to double the current limits of its general liability insurance coverage. This adjustment in the insurance coverage is in accordance with current County standards providing additional protections for the County and the public in the event of unforeseen circumstances or incidents occurring on the lease premises.

County Counsel has reviewed and approved assignment and amendment as to form.

At its meeting on July 25, 2023, the Small Craft Harbor Commission endorsed the Director's recommendation that your Board consent to the proposed assignment of the Lease and approve and

execute the proposed Amendment No. 14 to Lease No. 10200.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are exempt from the California Environmental Quality Act ("CEQA"). The actions, to consent to assignment and amendment of the Lease, are within a class of projects that have been determined not to have a significant effect on the environment and which meet the criteria set forth in section 15301 of the State CEQA Guidelines ("Guidelines") and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's consent to the proposed assignment of Parcel 132 and approval of Amendment No. 14 to Lease Agreement No. 10200.

CONCLUSION

It is recommended that your Board consent to the proposed assignment of Parcel 132S and to please instruct the Chair of the Board to sign all three originals of the Amendment No. 14 to Lease Agreement No. 10200 and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Arnulfo Delgado at (424) 526-7738 or ADelgado@bh.lacounty.gov.

The Honorable Board of Supervisors

8/8/2023

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Jones', with a stylized, looping initial 'G'.

GARY JONES

Director

GJ:AC:LA:SP:IBP:ad

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NO. 14 TO LEASE NO. 10200
PARCEL NO. 132S – MARINA DEL REY
(LEASE NO. 10200)**

THIS AMENDMENT TO LEASE ("**Amendment No. 14**" or "**Amendment**") is made and entered into this _____ day of _____, 2023.

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
herein referred to as "County,"**

AND

**CRESCENDO PACIFIC MARINA LLC, a
Delaware limited liability company,
hereinafter referred to as "Lessee."**

RECITALS:

WHEREAS, County and Lessee's predecessor-in-interest, LAACO, Ltd., a California limited partnership ("**LAACO**"), entered into Lease No. 10200, dated November 2, 1965, as amended, under the terms of which County leases to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 132S, which leasehold premises (the "**Premises**") are more particularly described in **Exhibit "A"** attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the "**Lease**").

WHEREAS, County and Lessee desire to enter into this Amendment No. 14 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

WHEREAS, County and Lessee desire to work collaboratively to advance the County's equity and inclusion goals during the Lease Term.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.

2. **Amendment Conditions.** This Amendment is subject to and contingent upon the consummation of the assignment by LAACO of its leasehold interest, to Lessee (the "**Assignment**"), and upon the County's written consent to the Assignment, in the form attached as **Exhibit "B"** hereto (the "**Consent**") and incorporated herein by this reference. This Amendment shall be effective on the date (the "**Effective Date**") on which said Consent is executed by the Board of Supervisors of Los Angeles County. In the event this Amendment is not approved by the Board of Supervisors of Los Angeles County, this Amendment is hereby deemed terminated and of no further force and effect.

3. **Additional Lease Terms.** Section 1 of the Lease is hereby amended by adding after the definition of the term “Engineer” the following:

“Hospitality Operators” include hotels, restaurants, or hospitality/food service concessionaires operating on County-owned or managed property.

“Labor Peace Agreement” means a written agreement between a hospitality operator and a labor organization that contains a provision prohibiting a labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the hospitality operations in which the County has a proprietary interest.”

4. **Labor Peace Agreements.** Lessee shall require any Hospitality Operator with employees operating the restaurant at the Premises to enter into a Labor Peace Agreement with respect to such employees and the relevant labor unions, as described in this Section 4. In compliance with the County’s Labor Peace Agreements Policy (“**Policy**”), Lessee represents and warrants that it shall (a) ensure that there is an executed Labor Peace Agreement with any labor organization(s) representing or seeking to represent the employees of any Hospitality Operator(s) (any “Hospitality Operator(s),” as defined under the County’s Policy, operating on County owned or County managed real property, and whether the Hospitality Operator(s) contracts directly with the County or the County’s lessee, licensee, or concessionaire) at the premises covered by this Agreement; (b) the Lessee or Hospitality Operator(s) shall have submitted to the County of Los Angeles a copy of evidence of such Labor Peace Agreement, executed by all parties; and (c) such Labor Peace Agreement shall prohibit labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of Hospitality Operator(s) at County-owned, operated, or managed sites for the duration of this Agreement. Lessee acknowledges that it is a material term of this Agreement that the Hospitality Operator enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, and that it would be impracticable and extremely difficult to fix the actual damages for a breach of this provision. It is therefore agreed that if, for any reason whatsoever, the Hospitality Operator fails to enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, then County may terminate this Agreement for default by giving written notice of such termination to Lessee, which notice shall be effective thirty (30) days thereafter.

5. **Policy of Equity.** Lessee hereby agrees to cooperate with the County to advance the County’s adopted equity and inclusion programs and policies.

6. **Default.** The following language is hereby added to the end of Section 21 of the Lease:

21.1 **Specific Performance for Repairs.** It is understood and agreed by the County and Lessee that money damages would not be a sufficient remedy for any Event of Default related to the repair, renovation, maintenance, or safety requirements of this Agreement, and the County shall be entitled to

specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy of any such Event of Default, without the necessity of proving the inadequacy of money damages as a remedy (in addition to any other remedy to which the County is entitled). By this provision, the defense that a remedy at law would be adequate is waived. Nothing in this paragraph shall have any preclusive effect on remedies that may or may not be available for other Events of Default

7. **Prevailing Wage Requirements.** In connection with any construction and/or improvement work undertaken pursuant to this Lease, Lessee shall comply, and shall cause its contractors and subcontractors to comply, with the prevailing wage provisions of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code ("**Prevailing Wage Law**") and the prevailing wage rate determinations of the California Department of Industrial Relations.

8. **Insurance Provisions.** Commencing as of the Effective Date, Section 26(A) of the Lease is hereby deleted in its entirety and replaced by the following language:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$20 million
Products/Completed Operations Aggregate:	\$20 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 million

9. **[RESERVED].**

10. **Amendment No. 13.** Lessee hereby acknowledges having received and reviewed Amendment No. 13 to the Lease, dated July 12, 2022, and approves and shall abide by its terms. Furthermore, Lessee understands that the County reserves the right to decline to grant any further extensions beyond the current Term.

11. **No Other Claims.** The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, there is no current defense, offset, claim or counterclaim by or in favor of Lessee against the County under the Lease. To the best knowledge of County (without any independent investigation whatsoever), Lessee has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To the best knowledge of County (without any independent investigation whatsoever), there is no current defense, offset, claim or counterclaim by or in favor of County against the Lessee under the Lease. Furthermore, Lessee has no right to any concession (rental or otherwise) or similar compensation in connection with the Lease and Lessee's renting of the Premises, except as expressly provided in the Lease. There has not been filed by or against Lessee a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization

or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Lessee.

12. **Miscellaneous.**

12.1 **No Modification.** Except as referenced herein, the Lease has not been modified, amended or supplemented, and the Lease is and remains in full force and effect.

12.2 **Time of the Essence.** Time is of the essence with respect to this Amendment.

12.3 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

12.4 **No Waiver.** Except as expressly provided herein, neither Party shall be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Lease, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Lease, at law or in equity.

12.5 **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

12.6 **Integration and Merger.** This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by County or Lessee in connection herewith, contain the entire agreement of County and Lessee regarding the modification of the Lease and supersede all prior agreements, term sheets and understandings between County and Lessee, whether written or oral, with respect to the modification of the Lease.

12.7 **Survival.** All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Lease contemplated by this Amendment.

12.8 **Further Assurances.** At either party's request, the other party shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that is reasonably necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

12.9 **Captions; Use of Certain Terms.** The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

12.10 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

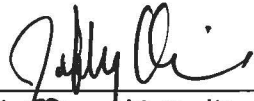
12.11 Counterparts; Electronic Signatures. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURES ON FOLLOWING PAGE]

//

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 14 as of the date first set forth above.

CRESCENDO PACIFIC MARINA LLC,
a Delaware limited liability company

By: 
Jeffrey Weiss, Its Manager

THE COUNTY OF LOS ANGELES

By: _____
HOLLY J. MITCHELL,
Board of Supervisors

ATTEST:

CELIA ZAVALA,
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

DAWYN HARRISON
County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Glaser Weil Fink Jacobs Howard & Shapiro LLP

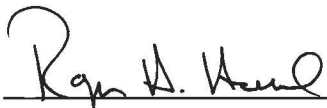
By: 

Exhibit A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 132S

Those portions of Parcels 660 to 666 inclusive, 670 to 677 inclusive, 679 to 683 inclusive and 905, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Registrar-Recorder of said County, within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 660; thence southerly along the easterly line of said last mentioned parcel a distance of 195.00 feet to the northerly line of said Parcel 677; thence South 77°07'44" East along said northerly line and the northerly line of said Parcel 679 a distance of 318.79 feet to the most easterly corner of said Parcel 679; thence southwesterly along the southeasterly line of said last mentioned parcel a distance of 73.49 feet to the most westerly corner of Parcel 678, as shown on said map; thence easterly along the southerly line of said last mentioned parcel a distance of 22.05 feet to a line parallel with and 65 feet southeasterly, measured at right angles, from the northwesterly line of said Parcel 679; thence South 60°00'00" West along said parallel line 1122.95 feet; thence North 25°47'07" West 632.91 feet to a point in the southerly prolongation of the westerly line of said Parcel 670 distant South along said westerly line and said southerly prolongation 328.00 feet from the northwesterly corner of said last mentioned parcel; thence North along said southerly prolongation and said westerly line 328.00 feet to said northwesterly corner; thence South 77°07'44" East along the northerly lines of said Parcels 670 to 673 inclusive, a distance of 346.72 feet to the easterly line of the westerly 42.30 feet of said Parcel 666; thence northerly along said last mentioned easterly line to a line parallel with and 59 feet northerly, measured at right angles, from the southerly line of said last mentioned parcel; thence South 77°07'44" East along said last mentioned parallel line 154.57 feet to a point distant North 77°07'44" West thereon 148.00 feet from the westerly line of the easterly 55.13 feet of said Parcel 663; thence northerly at right angles from said last mentioned parallel line 18.00 feet; thence South 77°07'44" East along a line parallel with said last mentioned southerly line 148.00 feet to said last mentioned westerly line; thence northerly along said last mentioned westerly line 118.00 feet to the northerly line of said last mentioned parcel; thence South 77°07'44" East along the northerly lines of said Parcels 663, 662, 661 and 660 a distance of 355.13 feet to the point of beginning.

Together with the use, in common with others, of that portion of that certain 11 foot easement for sanitary sewer and harbor utility purposes, shown on said map to be reserved by the County of Los Angeles for such purposes, which extends from

EXHIBIT A

the easterly line of the westerly 42.30 feet of said Parcel 666, westerly to the westerly line of Parcel 668, as shown on said map.

Reserving and excepting unto the County of Los Angeles rights of way for sanitary sewer, fire access, storm drain, access and harbor utility purposes in and across those portions thereof designated on said map as easements to be reserved by said County for such purposes, together with the right to grant same unto others.

DESCRIPTION APPROVED

FEB 3 1981

STEPHEN J. KOONCE
County Engineer

By *Wm. Subutski* Deputy

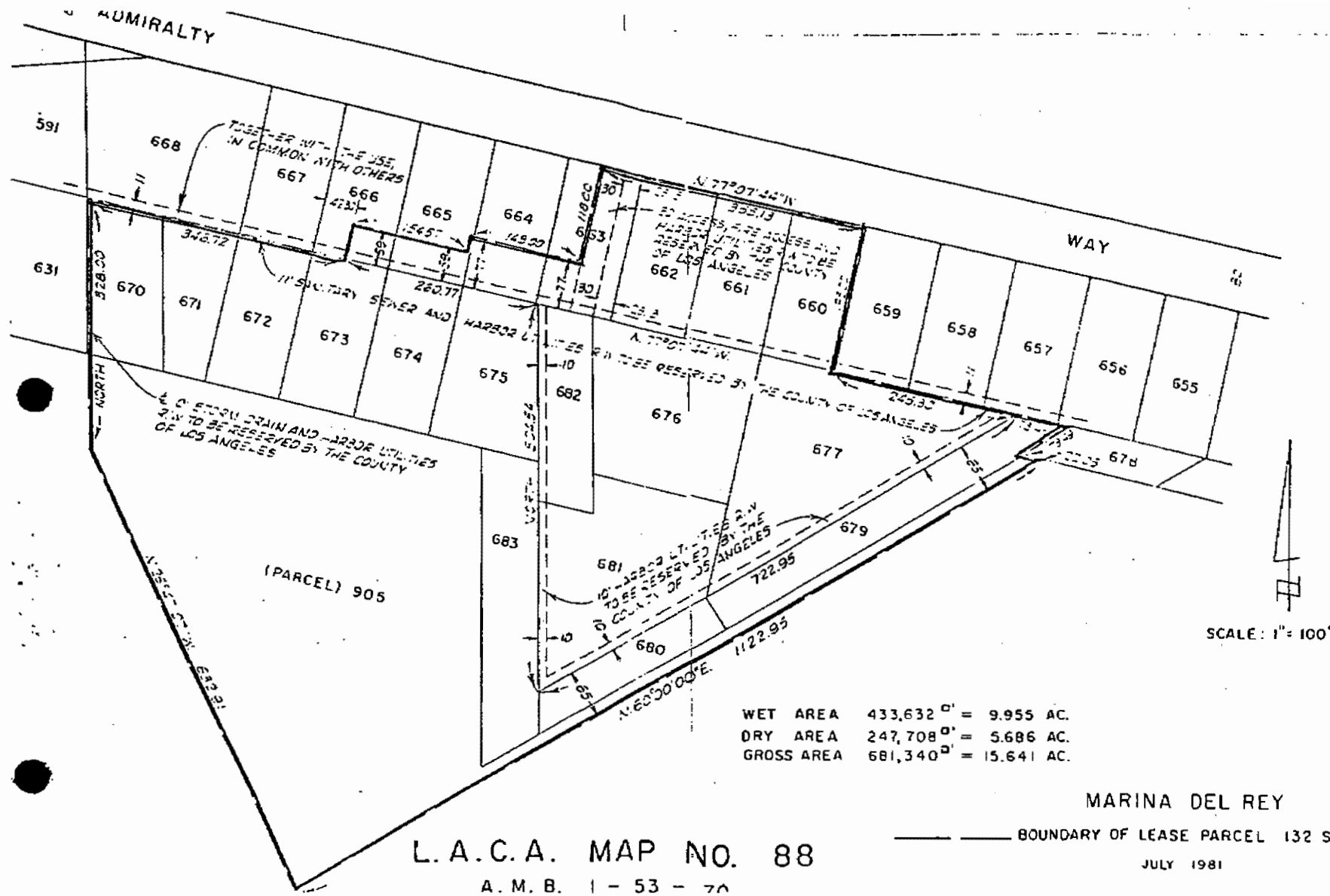


Exhibit B

EXHIBIT B

FORM OF GROUND LEASE ASSIGNMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL THIS
AND ASSUMPTION OF LEASE AND
TAX STATEMENTS TO:

Attn.: _____

(Space Above for Recorder's Use)

APN: _____
NO DOCUMENTARY TRANSFER TAX IS DUE –
THE TERM OF THE LEASE IS LESS THAN 35 YEARS

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "**Assignment**") dated as of _____, 2023 ("**Effective Assignment Date**"), is entered into by and between _____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows as of the Effective Assignment Date:

1. Assignor hereby assigns, transfers, grants, conveys and sets over to Assignee all of Assignor's right, title and interest in and to that certain Lease by and between the County of Los Angeles (the "**County**") and LAACO, LTD., a California limited partnership as further described on Exhibit A (collectively, the "**Lease**"), with respect to certain real property located in Marina Del Rey, California and more particularly described on Exhibit B attached hereto (the "**Leased Property**"), to have and to hold the same for and during the rest, residue and remainder of the term of the Lease. Assignor represents that it is the current lessee under the Lease immediately prior to the execution and delivery of this Assignment.

2. Assignor hereby conveys and transfers to Assignee all of Assignor's right, title and interest in and to all improvements located on the Leased Property, which improvements are and shall remain real property.

3. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform, observe and be liable for all of the covenants, obligations, liabilities and provisions of the Lease to be performed or observed by the lessee thereunder, or for which the lessee thereunder is liable, which arise or accrue from and after the Effective Assignment Date.

4. Assignor and Assignee hereby acknowledge and agree that, in accordance with that certain Consent to Assignment consenting to this Assignment (the "**Consent**"), executed by the County on [____], 202[], Assignor and Assignee shall be jointly and severally liable to the

County for payment of any and all deficiencies in payments owing to the County under the Lease for the period preceding the Effective Assignment Date and first revealed by an audit after the Effective Assignment Date.

5. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, costs and expenses (including reasonable attorneys' fees and court costs) arising and accruing from or out of Assignor's obligations under the Lease prior to the Effective Assignment Date.

6. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, costs and expenses (including reasonable attorneys' fees and court costs) arising and accruing from or out of Assignee's obligations under the Lease on or after the Effective Assignment Date.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Leased Property is located.

9. Assignor hereby agrees to and shall execute and deliver to Assignee any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

10. This Assignment is made subject to all matters of record.

11. Each of Assignor and Assignee represent and warrant that they have all requisite authority to execute this Assignment and this Assignment constitutes a legal, valid and binding obligation of each of Assignor and Assignee, enforceable against each of Assignor and Assignee.

12. This Assignment may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, or modification or discharge is sought.

13. Any notices intended for Lessee (as defined in the Lease) shall hereafter be directed to Assignee at:

14. This Assignment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. The parties may execute and exchange electronic mail PDF copies of counterparts of the signature pages.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Assignment Date.

ASSIGNOR:

LAACO, LTD.,
a California limited partnership

By: CS Capital Investors, LLC, its general partner

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

[Signatures continue on following page]

ASSIGNEE:

[•],
a [•]

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On _____ before me, _____, a
Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A**LEASE DESCRIPTION**

Lease, dated November 2, 1965, by and between the County of Los Angeles, as lessor, and Commodore Club, Inc., a corporation, as lessee, recorded November 23, 1965 as Instrument No. 4232 of the Official Public Records of Los Angeles County, California (the "Official Records"), as evidenced by that certain Notice of Lease recorded November 16, 1965 as Instrument No. 4060 of the Official Records, as assigned pursuant to that certain Assignment of Lease for Parcel No. 38R Marina Del Rey dated October 26, 1965, by and between Commodore Club, Inc., a corporation, as assignor, and California Yacht Club, a California corporation, as assignee, recorded December 1, 1965 as Instrument No. 1821 of the Official Records, as amended by Amendment No. 1 to Lease for Parcel No. 38R Marina Del Rey, dated August 16, 1966, recorded November 09, 1966 as Instrument No. 4228 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded September 14, 1966 as Instrument No. 2233 of the Official Records, as amended by Amendment No. 2 to Lease for Parcel 38S Marina Del Rey, dated October 27, 1966, recorded August 11, 1967, as Instrument No. 4060 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded November 14, 1966 as Instrument No. 3401 of the Official Records, as amended by Amendment No. 3 to Lease No. 10200 Parcel No. 38S - Marina Del Rey, dated August 8, 1967, recorded August 11, 1967, as Instrument No. 1356 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded August 17, 1967 as Instrument No. 3266 of the Official Records, as amended by Assignment of Portion of Lease No. 12450 and Amendment No. 1 to Lease No. 12450 (Parcels 131 and 133 - Marina Del Rey) and Amendment No. 4 to Lease No. 10200 (Parcel 132 - Marina Del Rey), dated December 17, 1968, recorded June 23, 1969 as Instrument No. 1936 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded January 20, 1969 as Instrument No. 3215 of the Official Records, as amended by Amendment No. 5 to Lease No. 10200 Parcel No. 132R, Marina Del Rey, dated as of June 29, 1973, as evidenced by that certain Notice of Amendment to Lease, dated June 29, 1973, recorded July 27, 1973 as Instrument No. 4190 of the Official Records, as amended by that certain Amendment No. 6 to Lease for Parcel(s) 132R, Marina Del Rey, dated as of November 22, 1974, as evidenced by that certain Notice of Amendment to Lease, dated November 22, 1974, recorded January 10, 1975 as Instrument No. 3283 of the Official Records, amended by that certain Amendment No. 7 to Lease for No. 10200 Parcel No. 132R - Marina Del Rey, dated as of November 22, 1974, as evidenced by that certain Notice of Amendment to Lease, dated November 22, 1974, recorded January 10, 1975 as Instrument No. 3282 of the Official Records, as amended by Amendment No. 8 to Lease No. 10200 Parcel No. 132R - Marina Del Rey, dated as of October 14, 1977, as evidenced by that certain Notice of Amendment to Lease, dated October 14, 1977, recorded November 03, 1977 as Instrument No. 77-1221713 of the Official Records, as amended by Amendment No. 9 to Lease No. 10200 Parcel 132R, Marina Del Rey Small Craft Harbor, dated as of May 1, 1984, as evidenced by that certain Notice of Amendment to Lease, dated May 1, 1984, recorded April 10, 1986, Instrument No. 86-445585 of the Official Records, as assigned to LAACO, LTD., a California limited partnership, by that certain Assignment of Leasehold Estate and Lessee's Interest in Lease and Real Property, dated as of December 23, 1986, recorded December 31, 1986 as Instrument No. 86-1852711 of the Official Records, as amended by Amendment No. 10 to Lease No. 10200 Parcel No. 132R – Marina Del Rey, dated as of February 28, 1989, as evidenced by that certain Notice of Amendment to Lease, dated February 28, 1989, recorded May 11, 1989, as Instrument No. 89-757617 of the Official Records, as amended by Amendment No. 11 to Lease No. 10200 Parcel 132S – Marina Del Rey Small Craft Harbor, dated as of February 1, 2000, as amended by Amendment No. 12 to Lease No. 10200 Parcel No 132S – Marina Del Rey, dated as of March 30, 2010, and as amended by

Amendment No. 13 to Lease No. 10200 Parcel No. 132S - Marina Del Rey (Lease No. 10200), dated as of June 29, 2022.

**EXHIBIT B
LEGAL DESCRIPTION**

THOSE PORTIONS OF PARCELS 660 TO 666 INCLUSIVE, 670 TO 677 INCLUSIVE, 679 TO 683 INCLUSIVE AND 905, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LOS ANGELES COUNTY ASSESSOR'S MAP NO. 88, FILED IN [BOOK 1, PAGES 53 TO 70](#) INCLUSIVE, OF ASSESSOR'S MAPS, IN THE OF THE OFFICIAL PUBLIC RECORDS OF LOS ANGELES COUNTY, CALIFORNIA (THE "OFFICIAL RECORDS"):

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 660; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 195.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 677;

THENCE SOUTH 77° 07' 44" EAST ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF SAID PARCEL 679 A DISTANCE OF 318.79 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 679;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 73.49 FEET TO THE MOST WESTERLY CORNER OF PARCEL 678, AS SHOWN ON SAID MAP;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 22.05 FEET TO A LINE PARALLEL WITH AND 65 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID PARCEL 679;

THENCE SOUTH 60° 00' 00" WEST ALONG SAID PARALLEL LINE 1122.95 FEET;

THENCE NORTH 25° 47' 07" WEST 632.91 FEET TO A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL 670 DISTANT SOUTH ALONG SAID WESTERLY LINE AND SAID SOUTHERLY PROLONGATION 328.00 FEET FROM THE NORTHWESTERLY CORNER OF SAID LAST MENTIONED PARCEL;

THENCE NORTH ALONG SAID SOUTHERLY PROLONGATION AND SAID WESTERLY LINE 328.00 FEET TO SAID NORTHWESTERLY CORNER;

THENCE SOUTH 77° 07' 44" EAST ALONG THE NORTHERLY LINES OF SAID PARCELS 670 TO 673 INCLUSIVE, A DISTANCE OF 346.72 FEET TO THE EASTERLY LINE OF THE WESTERLY 42.30 FEET OF SAID PARCEL 666;

THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE TO A LINE PARALLEL WITH AND 59 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LAST MENTIONED PARCEL;

THENCE SOUTH 77° 07' 44" EAST ALONG SAID LAST MENTIONED PARALLEL LINE 154.57 FEET TO A POINT DISTANT NORTH 77° 07' 44" WEST THEREON 148.00 FEET FROM THE WESTERLY LINE OF THE EASTERLY 55.13 FEET OF SAID PARCEL 663;

THENCE NORTHERLY AT RIGHT ANGLES FROM SAID LAST MENTIONED PARALLEL LINE 18.00 FEET;

THENCE SOUTH 77° 07' 44" EAST ALONG A LINE PARALLEL WITH SAID LAST MENTIONED SOUTHERLY LINE 148.00 FEET TO SAID LAST MENTIONED WESTERLY LINE;

THENCE NORTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE 118.00 FEET TO THE NORTHERLY LINE OF SAID LAST MENTIONED PARCEL;

THENCE SOUTH 77° 07' 44" EAST ALONG THE NORTHERLY LINES OF SAID PARCELS 663, 662, 661 AND 660 A DISTANCE OF 355.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE USE, IN COMMON WITH OTHERS, OF THAT PORTION OF THAT CERTAIN 11 FOOT EASEMENT FOR SANITARY SEWER AND HARBOR UTILITY PURPOSES, SHOWN ON SAID MAP TO BE RESERVED BY THE COUNTY OF LOS ANGELES FOR SUCH PURPOSES, WHICH EXTENDS FROM THE EASTERLY LINE OF THE WESTERLY 42.30 FEET OF SAID PARCEL 666, WESTERLY TO THE WESTERLY LINE OF PARCEL 668, AS SHOWN ON SAID MAP.

For conveyancing purposes only: APN 8940-370-006, 8940-759-843 & 4224-007-903 (FEE)

GROUND LESSOR CONSENT

The County of Los Angeles ("County") hereby consents to the foregoing assignment (the "Assignment") to [●], a [●] ("Assignee") from LAACO, Ltd., a California limited partnership ("Assignor") of all of Assignor's remaining rights and obligations in and to that certain Lease described on Exhibit A attached hereto and incorporated herein by reference, (collectively, the "Lease") pursuant to the terms and conditions set forth in that certain Assignment and Assumption Agreement to which this consent is attached (the "Assignment Agreement"). In accordance with Section 22 of the Lease, County further acknowledges and agrees that, notwithstanding anything to the contrary contained in the Lease, (a) Assignee shall have all of the rights (including, but not limited to, extension and renewal rights, if any) of lessee under the Lease, as if Assignee were the original named lessee therein, (b) neither the Assignment nor the Assignment Agreement will constitute a breach of the Lease; (c) it waives all rights, if any, County may have to terminate the Lease or recapture the leased premises (as defined in the Lease) as a result of the Assignment; and (d) acknowledges and agrees that, notwithstanding anything in the Lease to the contrary, Assignor shall be released and discharged from all duties, obligations and liability under the Lease that first arise or become due under the Lease from and after the effective date of the Assignment.

COUNTY:

COUNTY OF LOS ANGELES

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM FOR COUNTY:

Name: _____

Title: _____