

AMENDMENT NO. 4 TO LEASE NO. 5573
PARCEL(S) 7
MARINA DEL REY

THIS AMENDMENT TO LEASE made this 19th day of September,
1967,

BY AND BETWEEN

COUNTY OF LOS ANGELES, herein-
after referred to as "County"

AND APPROVED BY BOARD OF SUPERVISORS
AND

TANITI MARINA, a partnership

AUG 29 1967

hereinafter referred to as
"Lessee,"

James G. Mize
JAMES G. MIZE
Clerk of the Board

WITNESSETH:

WHEREAS, on May 7, 1967, County and the predeces-
sors in interest of Lessee entered into a lease of premises commonly
referred to as Parcel(s) No. 7, Marina del Rey, consisting of
a total of 484,973 square feet and situated in the Marina del Rey
Small Craft Harbor of the County of Los Angeles, State of California,
more particularly described in Exhibit "A" attached thereto and
incorporated therein; and

WHEREAS, the parties hereto wish to amend said lease, as
amended above, in order to clarify and alter said lease for the
purpose of making said lease more protective to County, Lessee, and
title company:

NOW, THEREFORE, in consideration of the mutual promises and
covenants of each of the parties hereto, it is hereby agreed as
follows:

1. Section 22 of said lease, entitled "Sublease, Assignment
and Successors," as heretofore amended, is hereby further amended by
deleting in its entirety the first paragraph thereof and substituting
therefor the following two paragraphs:

"At least thirty (30) days written notice of intention to sublet portions of the demised premises to others shall be given to Director. During said thirty day period, Director shall approve or disapprove in writing said proposed sublease. In the event of disapproval, said proposed sublease shall not be made. The gross receipts of any sublessee under any such sublease shall be included within the definition of 'Gross Receipts' as set forth in Section 11. Any and all sublessees shall be subject to and bound by each and all of the terms and conditions of this lease and in particular those pertaining to control of prices pursuant to Section 16. The term 'sublease' as used in this paragraph shall include any license, permit, concession, assignment or transfer of any interest in or to said property by Lessee, and the term 'sublessee' shall include any licensee, permittee, concessionaire, assignee or transferee of or from Lessee. Lessee may, without prior approval of Director, sublease portions of the demised premises (including, but not limited to, single residential units, boat slips, and dry storage racks) for a period not to exceed one year, for individual nonbusiness, noncommercial uses, provided, however, that any such sublease made without first obtaining in the manner above provided the prior specific approval thereof by Director in writing, shall be subject, and shall provide that it shall be subject, to the absolute power of the County at its sole election to cancel such sublease with or without cause and regardless of the existence or nonexistence of any breach or default under this lease or under such sublease. Any such cancellation of sublease by County shall be effected in the following manner:

Director shall serve written notice of cancellation of such sublease upon Lessee as provided in Section 20 hereof, and shall mail a copy thereof by ordinary prepaid mail to any Beneficiary and Trustee of any Trust Deed(s) secured by the leasehold interest herein (of which County has notice) and any person who has prior thereto filed with the Director a notice of his address and of his interest in such lease or sublease, as sublessee thereunder or otherwise. At the end of a period of 30 days after such service of notice and mailing (if any required) such sublease shall terminate and be null and void and the sublessee thereunder shall forthwith surrender possession to Lessee.

"Lessee may at any time request approval by the Director of a plan to sublease specific residential units for stated periods in excess of one year. No condominium or cooperative dwelling plan of any kind shall be employed without the approval of Director."

2. All other terms, covenants, conditions and provisions of said lease, as heretofore amended, shall remain unchanged.

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this amendment to lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed this amendment

to lease, or caused it to be duly executed, the day, month and year first above written.

Dated September 19, _____, 1967.

TAHITI MARINA, a Partnership

(SEAL)

By _____ Agent

By W. J. Kenmore Agent

ATTEST:

JAMES S. MIZE, Clerk of the Board of Supervisors

THE COUNTY OF LOS ANGELES

By Winnifred Beustein Deputy

By Frank G. Bonelli Chairman, Board of Supervisors

APPROVED AS TO FORM:

HAROLD W. KENNEDY, County Counsel

By James A. Johnson Deputy

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 13th day of September, A. D., 1967, before me JAMES S. MIZE, Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

FRANK G. BONELLI

_____ known to me to be the Chairman of the Board of Supervisors of the County of Los Angeles and the person who executed the within instrument on behalf of the County therein named, and acknowledged to me that such County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

JAMES S. MIZE, Clerk of the Board of Supervisors

By Winnifred Beustein