AMENDMENT NO. 8 TO LEASE FOR NO. 6416
PARCEL NO. 12R - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 29th day of
February, 1972.

BY AND BETWEEN COUNTY OF LOS ANGELES, hereinafter
referred to as "County,"

AND DEAUVILLE MARINA DEVELOPMENT CO.,
LTD., a limited partnership
hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, the parties hereto or their predecessors in interest
have, on the twenty-first day of December, 1962, entered
into a lease under which Lessee leased from County that certain real
property in the Marina del Rey Small Craft Harbor known as Parcel No.
12R; and

WHEREAS, the lease contains various sections which the Lessee
and Lessor agree should be clarified;

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

1. Section 11 (GROSS RECEIPTS) of said lease is amended by
deleting the words "or elsewhere" in the ninth line of the first
paragraph.

2. Section 11 (GROSS RECEIPTS) of said lease is further
amended by deleting the last paragraph of said section and substi-
tuting the following therefor:

"The Director, by policy statement, consistent with recog-
nized and accepted business and accounting practices, and with the
approval of the Lessee, Auditor-Controller and County Counsel, may
further interpret the term 'gross receipts' as used in this lease."
3. Section 13 (PERCENTAGE RENTALS) of said lease is amended by deleting the last sentence of the first paragraph of said section and substituting the following therefor:

"The Director, by policy statement and with the approval of the Lessee, Auditor-Controller and County Counsel, may further interpret the percentage categories as set forth in this Section 13, with such determination and interpretation to be a guideline in determining the appropriate categories."

4. Section 13 (PERCENTAGE RENTALS) of said lease is further amended by deleting the phrase "and as further defined in Policy Statement No. 21 issued by Director" from Subsections (f), (g) and (s) of said Section.

5. Section 13 (PERCENTAGE RENTALS) of said lease is further amended by deleting the last paragraph of said section and substituting the following therefor:

"Furthermore, where the Director and the Lessee and/or sublessee find that a percentage of gross receipts is not suitable or applicable for a particular activity not otherwise provided for herein, the Director may establish a minimum monthly rental or fee for that activity. Said rental or fee shall be set by the mutual consent of Director and Lessee and shall be reasonable in accordance with the revenue generated by the Lessee and/or sublessee."

6. Section 22 (SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICIARIES, MORTGAGES AND SUCCESSORS) of said lease is amended by adding the following sentence to the end of the first paragraph of Subsection C (Assignments) of said section:

"Said consent will not be unreasonably withheld."

7. The effective date of this amendment shall be the first day of the month following execution by the Chairman of the Board of Supervisors.
8. Any and all other terms and conditions contained in said lease shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this amendment to lease to be subscribed by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the Lessee has executed the same the day, month and year first hereinabove written.

ATTEST:

JAMES S. MIZE, Executive-Officer-Clerk of the Board of Supervisors

By ____________________________

Dee Vale
Deputy

By ____________________________

Dee Black

APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

By ____________________________

Robert W. Radolf
Deputy

COUNTY OF LOS ANGELES

By ____________________________

Chairman, Board of Supervisors

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

102 NOV 12 1974

James E. Mize
EXECUTIVE OFFICER
STATE OF CALIFORNIA
COUNTY OF Los Angeles ss.

On July 31, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared A. C. BLACK, General Partner for the heretofore mentioned Limited Partnership,

[Signature]
Frieda Greenwald
Name (Typed or Printed)

(Signed)
Frieda Greenwald
Notary Public

STATE OF CALIFORNIA
County of Los Angeles ss.

On this 26th day of December, A.D., 1974, before me JAMES S. MIZE, Executive Officer — Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

K. HAHN

[Signature]
JAMES S. MIZE, Executive Officer — Clerk of the Board of Supervisors

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

By
[Signature]
Catherine Oberson
Deputy