

AMENDMENT NO. 9 TO LEASE NO. 6416
PARCEL NO. 12R - MARINA DEL REY

6416
SUPPLEMENT 9

THIS AMENDMENT TO LEASE made this 8th day of

January, 1979,

BY AND BETWEEN

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

AND

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

W I T N E S S E T H :

WHEREAS, on the 21st day of December, 19 62, the parties hereto or their predecessors in interest have entered into a lease under which Lessee leased from County that certain real property in the Marina del Rey Small Craft Harbor commonly known and referred to as Parcel No. 12R; and

WHEREAS, said lease contains provisions whereby Lessee is obligated to pay County as rent for the demised premises an amount equal to the sum of certain prescribed percentages of the gross receipts from various commercial activities conducted upon said premises; and

WHEREAS, from time to time Lessee may be willing to rent one or more small craft berths to a commercial entity which does not maintain offices on Lessee's premises thereby rendering difficult Lessee's obligation to account for said tenant's gross receipts and guarantee to County the payment of appropriate percentage rents thereon; and

WHEREAS, County is willing to assume responsibility for the collection of said percentage rents in such instances;

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

1. SECTION 22 (SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICIARIES, MORTGAGEES AND SUCCESSORS) of this lease as heretofore amended, is hereby further amended by adding the following new sentence at the end of the third paragraph of Subsection A(1) thereof:

"A sublease of one or more small craft berths for use in connection with a commercial activity, entered into with a sublessee which does not maintain a business office within Marina del Rey Small Craft Harbor, may provide for the reporting of gross receipts and the payment of percentage rents incident thereto pursuant to the provisions of Section 13 directly to County by said sublessee and, upon approval thereof by Director, Lessee shall be excused from the performance of obligations incident to said reporting and payments as prescribed by said Section 13."

2. The effective date of this amendment shall be the fifteenth day of June, 1978.

3. 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.

DEAUVILLE MARINA DEVELOPMENT CO., LTD.

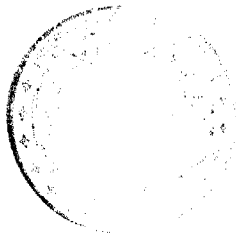
By AcBlack, general Mgr

By _____

ATTEST:

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

By Darlene Hudson
Deputy



APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

By John H. Larson
Deputy

THE COUNTY OF LOS ANGELES

By K. Kahn
Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER

STATE OF CALIFORNIA
County of Los Angeles

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On this 8th day of January, A.D. 19 79, 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. HAN

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, Executive Officer — Clerk of the Board of Supervisors

By Darlene Hudson

Deputy

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