

AMENDMENT NO. 5 TO LEASE NO. 7580  
(PARCELS 18 AND 19 - MARINA DEL REY)

and

AGREEMENT TERMINATING LEASE NO. 10818  
(PARCEL 17 - MARINA DEL REY)

THIS AMENDMENT TO LEASE made and entered into this 16TH  
day of AUGUST, 1968,

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter referred to as "County,"

AND

DOLPHIN MARINA LTD., a limited partnership, hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, the County and the predecessors in interest of Lessee entered into a lease on October 25, 1963 designated Lease Number 7580 under the terms of which County leased certain premises commonly known as Parcels 18 and 19, Marina del Rey Small Craft Harbor, which premises consist of a total of Five Hundred Thirty-Eight Thousand Six Hundred Ninety-Six (538,696) square feet and are more particularly described in Exhibit "A" attached to said Lease (hereinafter referred to as "Parcels 18 and 19"); and

WHEREAS, the County and the predecessors in interest of Lessee entered into a lease on June 14, 1966 designated Lease Number 10818 under the terms of which County leased certain premises commonly known as Parcel 17, Marina del Rey Small Craft Harbor, which premises consist of a total of Two Hundred Forty-Six Thousand One Hundred Thirty-Six (246,136) square feet and are more particularly described in Exhibit "1" attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel 17"); and

APPROVED BY  
BOARD OF SUPERVISORS

AUG 21 1968

*[Signature]*  
COUNTY CLERK

WHEREAS, subsequently, the predecessors in interest of Lessee assigned their entire right, title, and interest in both Parcel 17 and Parcels 18 and 19 to Dolphin Marina Ltd., a limited partnership, and therefore said parcels have now come under the common leasehold interest of said Lessee; and

WHEREAS, it is in the best interest of the County and Lessee that said Parcel 17 and Parcels 18 and 19 be combined into one parcel in order that the construction of improvements contemplated by Lessee be developed as a single integrated unit and in order that the administrative procedures of both parties be simplified; and

WHEREAS, the basic terms and conditions of Lease No. 10818 (Parcel 17) and Lease No. 7580 (Parcels 18 and 19) are essentially the same with certain exceptions; and

WHEREAS, in order to enable Lessee to obtain long-term financing, the renegotiation period for Parcel 17 should be concurrent with that of Parcels 18 and 19; and

WHEREAS, to the extent the terms and conditions of the leases vary from each other, Lessee desires and agrees to fully comply and abide with those terms and conditions most favorable to County; and

WHEREAS, in order that the parcels may be fully combined and effectively brought under one lease agreement, it is necessary that this existing Lease No. 7580 (currently applicable to Parcels 18 and 19 - Marina del Rey) be amended in several respects;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained hereinbelow, the parties, and each of them, do agree as follows:

1. Lease No. 7580 now applicable only to Parcels 18 and 19, and all amendments and supplements thereto as well as all covenants, promises, and conditions contained therein except as otherwise agreed to or otherwise amended hereinbelow shall hereafter be

fully applicable to that real property located in Marina del Rey Small Craft Harbor known as Parcel 17 and previously leased pursuant to the terms of the aforementioned Lease No. 10818.

2. That leasehold estate known as Parcel 17 created and otherwise previously covered by Lease No. 10818 is hereby combined with the leasehold estate covered by Lease No. 7580, and the former is thereby extinguished and superseded. The combined leasehold estate consisting of a total of Seven Hundred Eight-Four Thousand Eight Hundred Thirty-Two (784,832) square feet legally described in Exhibit "2" attached hereto and incorporated herein by reference shall henceforth be known as Parcel 18R. (Reference hereinafter to "the Lease" or to "Sections" thereof shall be deemed to mean or refer to Lease No. 7580 applicable to Parcel 18R.)

3. Insofar as the first three paragraphs of Section 3 (PURPOSE OR USE OF PROPERTY) of the Lease limit the permissible and other uses of the leasehold and otherwise regulate construction thereon, said provisions are to be deemed applicable only to that portion of the combined leasehold formerly known as Parcels 18 and 19. It is further understood and agreed that said Section 3 of the Lease shall be further amended by inserting the following language immediately preceding the third paragraph of said Section:

That portion of the combined leasehold formerly known as Parcel 17 shall be used only and exclusively for construction, operation, and maintenance of an anchorage and such other related uses and purposes incidental thereto as are specifically approved and for no other purposes whatsoever without the written approval of County; the uses and purposes above listed are set forth to define the maximum contemplated scope of permissible uses and purposes, and their enumeration is not intended to be authorization for any specific use or purpose.

It is also expressly understood that the uses of the said premises which are permitted hereinabove do not include the following:

- A - Fuel Sales
- B - Boat or Vehicle Repair other than minor servicing or owner maintenance
- C - Live Bait Sales
- D - Commercial Sportfishing
- E - Residential Use

4. It is understood and agreed that insofar as Section 5 (PLANS AND SPECIFICATIONS FOR REQUIRED CONSTRUCTION) sets forth certain terms and conditions relating to construction, that said provisions shall be deemed to be applicable only to that portion of the combined demised premises formerly known as Parcels 18 and 19.

5. It is understood and agreed that existing Section 6 (REQUIRED CONSTRUCTION SCHEDULE) shall be fully applicable to the whole of the demised premises and to any approved construction thereon with the following exceptions: The reference to "not later than two hundred forty (240) days" contained therein shall be deemed applicable only to construction located upon that portion of the combined demised premises formerly known as Parcels 18 and 19. As to any approved construction on that portion of the combined demised premises formerly known as Parcel 17, it is agreed and understood that Lessee shall diligently prosecute such construction and shall complete the same not later than one hundred eighty (180) days after the date of approval of the final plans and specifications as elsewhere provided for in said Section.

6. Section 7 (RENTAL PAYMENT SECURITY) is hereby amended by deleting the reference in the first paragraph to the sum of Forty-One Thousand Eight Hundred Eighty-Five and 74/100 Dollars (\$41,885.74) and inserting in lieu thereof the sum of Fifty-Four Thousand Three Hundred Thirty-Six and 33/100 Dollars (\$54,336.33).

7. Section 12 (SQUARE FOOT AND HOLDING RENTALS) is hereby amended by deleting the fourth paragraph thereof in its entirety and inserting in lieu thereof the following provision:

The aforesaid annual square foot rental for the whole of the combined premises herein demised shall be determined in the following manner:

a. For that portion of the premises formerly known as Parcels 18 and 19, the annual square foot rental shall be seventeen and 45/100 cents (\$0.1745) per square foot of land area and fourteen cents (\$0.14) per square foot of water area, or the total of Eighty-Three Thousand Seven Hundred Seventy-One and 48/100 Dollars (\$83,771.48).

b. For that portion of the premises formerly known as Parcel 17, the annual square foot rental shall be fourteen and 98/100 cents (\$0.1498) per square foot of land area and seven cents (\$0.07) per square foot of water area, or the total of Twenty-Four Thousand Nine Hundred One and 17/100 Dollars (\$24,901.17).

It is expressly understood and agreed that Lessee shall pay as annual rental for the whole of the demised premises (herein redesignated as Parcel 18R) the total sum of One Hundred Eight Thousand Six Hundred Seventy-Two and 65/100 Dollars (\$108,672.65) determined in the manner hereinabove described and subject to the provisions for holding rental and other rental adjustment provided for elsewhere in said Lease.

8. Any and all other terms, conditions, and covenants set forth in said Lease not specifically superseded or altered by this Amendment and Agreement are hereby reaffirmed in their entirety, and it is understood and agreed that all such other terms, conditions, and covenants set forth in said Lease are to be fully

applicable to the whole of the combined demised premises (herein redesignated Parcel 18R) including that portion formerly known as Parcel 17 except as hereinabove specifically provided.

9. The effective date of this Amendment and Agreement is the first day of the month following execution of this document by the Chairman of the Board of Supervisors.

IN WITNESS WHEREOF, THE COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this Amendment to Lease and Agreement 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 and Agreement, or caused it to be duly executed, the day, month and year first above written.

DOLPHIN MARINA LTD.,  
a limited partnership

By GOLDRICH & KEST, INC.,  
GENERAL PARTNERS

By [Signature]

By [Signature]

ATTEST:

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

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN D. MAHARG,  
County Counsel

By [Signature]  
Deputy

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

Misc. 10 (G.S.) Ack. Partnership (Rev. 12-69) Staple

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On August 16, 1968  
before me, the undersigned, a Notary Public in and for said County,  
and State personally appeared Jana Goldrock  
& Sol Best

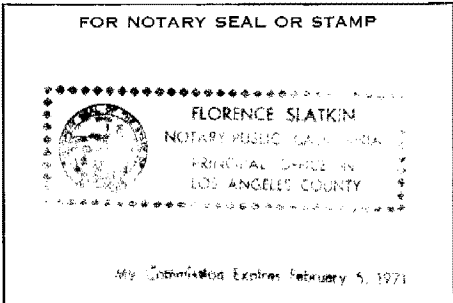
\_\_\_\_\_ known to me  
to be \_\_\_\_\_ of the partners of the partnership  
that executed the within instrument, and acknowledged to me that  
such partnership executed the same.

Signature Florence Slatkin

FLORENCE SLATKIN

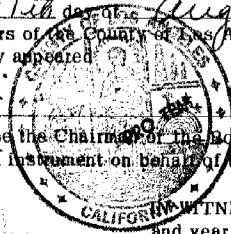
Name (Typed or Printed)

Notary Public in and for said County and State



STATE OF CALIFORNIA }  
County of Los Angeles } SS.

On this 27th day of August, A. D., 1968, 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



WARREN M. DORN

\_\_\_\_\_, 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.

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 Warren M. Dorn