

AMENDMENT NO. 9 TO LEASE NO. 6573
Parcel No. 27R - Marina del Rey

THIS AMENDMENT TO LEASE (the "1995 Amendment") made and entered into this 30th day of May, 1995 (the "Effective Date"),

BY AND BETWEEN

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

AND

MARINA DEL REY INVESTORS,
a California limited partnership,
hereafter referred to as "Lessee".

W I T N E S S E T H:

WHEREAS, Lessee's predecessor in interest and County entered into Lease No. 6573 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly know as Parcel 27R, which leasehold premises are more particularly and legally described in Exhibit "A" (the "Premises") attached to and incorporated in said lease, as amended (the lease and all amendments collectively hereafter referred to as the "Lease"); and

WHEREAS, the Lease requires that rents and liability insurance limits be adjusted as of January 1, 1994 (the "Rental Adjustment Date") for the ten (10) year period commencing on that date; and

WHEREAS, the parties hereto have reached an agreement with respect to such adjusted rents and insurance.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, the parties, and each of them agree that the Lease is hereby amended as follows:

1. Square Foot Rental

Commencing on the Effective Date, the first paragraph of Section 12 (SQUARE FOOT RENTAL) of said Lease is amended to read as follows:

"The annual square foot rental for the whole of the Premises herein demised shall be 75% of the average of all annual rent paid to the County with respect to calendar years 1991 through 1993. Said rent shall be adjusted on January 1, 1997 to equal 75% of the average of all annual rent paid to the County with respect to calendar years 1994 through 1996, disregarding any reductions in rent attributable to interest on Retroactive Payments under Section 15 (e) of the Lease. Said rent shall again be adjusted on January 1, 2000 to equal 75% of the average of all annual rent paid to the County with respect to calendar years 1997 through 1999."

2. Percentage Rentals

Commencing on the Effective Date, the following subsection is substituted for the corresponding subsection in Section 13 (PERCENTAGE RENTALS) of the Lease:

"(c) SEVEN AND ONE-HALF percent (7½%) of gross receipts or other fees charged for hotel and/or motel accommodations ("Motel Rentals")."

3. Liability Insurance

In compliance with Section 15(a) (ii) of the Lease, effective as of January 1, 1994, the liability insurance limits shall be no less than \$20,000,000 per single occurrence and aggregate.

4. Rental Credit to Lessee

Lessee shall be entitled to a rental credit equal to the difference between rental payments paid during the time period from January 1, 1994 to and including the Settlement Date and payment amounts which would have been required under the rental rates made effective by this 1995 Amendment, had such rates applied during the time period above-described. Lessee shall further be entitled to a rental credit for interest on that portion of the amount described in the immediately preceding sentence which has accrued during the time period from January 1, 1994 to and including January 31, 1995. Said rental credits shall be applied against square foot and percentage rentals due from

the lessee to the County subsequent to the Settlement Date in accordance with Section 15(e) of the Lease.

5. Miscellaneous.

Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified.

MARINA DEL REY INVESTORS,
a California limited partnership

BY: PACIFICA REAL ESTATE GROUP,
a California corporation, its General Partner

BY: [Signature]

BY: [Signature]

BY: SOMERA REAL ESTATE GROUP, INC,
a California corporation, its General Partner

BY: [Signature]

BY: [Signature]



ATTEST:

[Signature] DEPUTY
Joanne Sturges
Executive Officer - Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors

APPROVED AS TO FORM

DeWitt W. Clinton,
County Counsel

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

1995

MAY 02 1995

[Signature]
JOANNE STURGES
EXECUTIVE OFFICER

CERTIFICATE OF ACKNOWLEDGMENT

State of California }
County of SANTA BARBARA } SS.

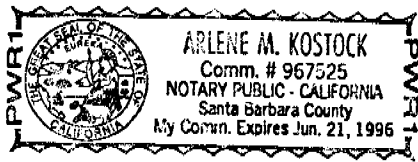
On MAY 19, 1995 before me, ARLENE M. KOSTOCK
(date) (Notary)

personally appeared STEVE FIRESTONE AND

MICHAEL WOLFE

personally known to me (or 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.

WITNESS my hand and official seal.



Arlene M. Kostock
Notary's Signature

CERTIFICATE OF ACKNOWLEDGMENT

State of California }
County of SANTA BARBARA } SS.

On MAY 19, 1995 before me, ARLENE M. KOSTOCK
(date) (Notary)

personally appeared E. RUSSELL FRASER AND

THOMAS J. GAMBLE

personally known to me (or 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.

WITNESS my hand and official seal.



Arlene M. Kostock
Notary's Signature