

5601

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AMENDMENT NO. 12 TO LEASE NO. 5601

Parcel No. 41--Marina del Rey

THIS AMENDMENT TO LEASE is made and entered into this 9<sup>TH</sup> day of SEPTEMBER, 2003 (the "Effective Date"),

BY AND BETWEEN

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

AND

WESCO SALES CORP., a California  
corporation, hereinafter referred to as  
"Lessee."

WITNESSETH:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 5601 under the terms of which County leased to Lessee's predecessor in interest 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 41, which leasehold premises (the "Premises") are more particularly and legally described in Exhibit "A" attached to and incorporated in said lease, as amended (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 15 to said Lease provides that as of June 1, 2002, and as of June 1 of every tenth (10th) year thereafter (each such date is hereafter referred to as a "Rental Adjustment Date"), the rates for all categories of percentage rent and liability insurance requirements (the "Adjusted Rentals") shall be readjusted by Lessee and County in accordance with the standards established in said Section 15; and

WHEREAS, Section 15 further provides that Lessee's percentage rent for each category of use shall be set at the higher of either (1) the rate in effect immediately preceding the 2002 Rental Adjustment Date for such category or (2) the average of the then-existing percentage rental rates for that category of use charged to all those Marina del Rey Small Craft Harbor leaseholds specified in Subsection (a) (i) ; and

WHEREAS, the parties hereto have reached agreement with respect to the Adjusted Rentals which are to apply as of June 1, 2002 (the "2002 Rental Adjustment Date").

NOW, THEREFORE, in consideration of the mutual agreements, covenants and restrictions contained herein, the parties, and each of them, agree as follows:

1. **Square Foot Rental.** Commencing as of the 2002 Rental Adjustment Date, the first paragraph of Section 12 of the Lease is amended to read as follows:

"The annual square foot rental for the whole of the Premises herein demised shall be deemed to have been adjusted as of June 1, 2002 and shall be \$137,901.24. The annual square foot rental shall be readjusted on June 1, 2005 and on June 1 of every third year thereafter (the "Square Foot Adjustment Date"). On each Square Foot Adjustment Date, the annual square foot rental shall be readjusted to equal seventy-five percent (75%) of the annual average of all rents payable by Lessee under the Lease for the immediately preceding three-year period."

2. **Percentage Rental.** Commencing as of the 2002 Rental Adjustment Date, subsection (p) of Section 13 (PERCENTAGE RENTALS) of the Lease is deemed deleted and the following subsection (p) is substituted therefor:

"(p) FIVE percent (5%) of gross receipts or other fees charged by authorized boat repair yards, including repair, painting, tugboat, salvage and boat pump-out services and similar activities (collectively "Boat Haul Out/Repair"), except that where parts and materials are separately invoiced, they may be reported under Subsection (s) of this Section;

3. **Indemnity Clause and Insurance.** Commencing as of June 1, 2003, the second paragraph of Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of the Lease is deleted and the following substituted therefor:

"Lessee shall maintain in full force and effect during the term of the Lease comprehensive general liability insurance to be written on a commercial general liability policy form CG 00 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, product/completed operations, broad form property damage and personal injury with a combined single limit of not less than \$4,000,000 per occurrence and \$6,000,000 aggregate. The County and the Board of Supervisors, their officers, agents and employees shall be named as additional insureds under such liability insurance policy or policies.

3. 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, and each of the parties hereto reaffirms and reacknowledges its respective obligations under the Lease as amended hereby.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Lessee or its duly authorized representative, has executed the same.

Dated: SEPTEMBER 9, 2003



COUNTY OF LOS ANGELES

By: [Signature]  
Chair, Board of Supervisors

LESSEE

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer--Clerk of the  
Board of Supervisors

WESO SALES CORP., a California  
corporation,

By: [Signature]  
Deputy

By: [Signature]  
Its: President

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

LLOYD W. PELLMAN,  
County Counsel

By: [Signature]  
Deputy

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SEP - 9 2003

[Signature]  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

or M3271 p313

LEGAL DESCRIPTION

Marina Del Rey  
Lease Parcel No. 41

Parcels 705 to 716 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting therefrom unto the County of Los Angeles easements for sanitary sewer, fire access, storm drain and harbor utility purposes over those portions thereof designated on said map to be reserved by said county for such purposes.

DESCRIPTION APPROVED

AUG 31 1961

JOHN A. LAMBIE

County Engineer

by *[Signature]* DEPUTY