

AMENDMENT NO. 3 TO LEASE NO. 5691

PARCEL 53 -- MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this

23rd day of December, 1969,

BY AND BETWEEN

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

AND

CHRIS-CRAFT PACIFIC, INC.,
hereinafter referred to
as "Lessee,"

W I T N E S S E T H :

WHEREAS, on June 19, 1962, the predecessors in interest of lessee and County entered into Lease No. 5691 of certain premises known as Parcel 53, Marina del Rey, as more particularly described in Exhibit "A" attached to said Lease No. 5691 (hereinafter referred to as the "lease"), which lease was subsequently amended on December 3, 1964 (Amendment No. 1) and October 10, 1966 (Amendment No. 2); and

WHEREAS, concurrently with the execution of this Amendment No. 3, the County has given its Consent to Assignment of said lease from the assignor lessee, Fiji Marina, Inc. (hereinafter referred to as the "assignor lessee"), to the lessee, Chris-Craft Pacific, Inc., which Consent to Assignment is conditioned in part on execution of this Amendment to Lease; and

WHEREAS, County has in writing advised the assignor lessee, Fiji Marina, Inc., on numerous occasions during the last three years that County deems said assignor lessee to have failed to perform under the terms and conditions of said lease, including, but not limited to, its obligation to make timely payments of rent, to file sales reports, to develop the leasehold premises

in accordance with the provisions of said lease, to landscape and otherwise maintain the leasehold premises, and to perform other related obligations; and

WHEREAS, County deems such failure of said assignor lessee to perform said obligations to constitute grounds for forfeiture pursuant to the provisions of Section 21 of said lease; and

WHEREAS, in order to enable the new lessee, Chris-Craft Pacific, Inc., fully to develop said leasehold and otherwise to fulfill its obligations under said lease, County has agreed not to proceed to institute forfeiture proceedings pursuant to Section 21 of said lease, provided that lessee timely complies with the specific conditions set forth in Paragraph 1 of this Amendment; and

WHEREAS, it is the understanding of the parties hereto that the new lessee, Chris-Craft Pacific, Inc., intends to develop fully the boat repair and maintenance facilities required to be maintained on said leasehold and equitably and fairly to provide repair services to owners of all boats and watercraft utilizing the Marina regardless of the type, brand or class of boat involved; and

WHEREAS, in order to prevent possible misunderstanding concerning the applicability of certain other provisions of said lease, the parties have deemed it necessary to set forth other specific understandings.

NOW, THEREFORE, the parties agree as follows:

1. It is agreed and acknowledged by and between the parties that the existing small craft anchorage facilities now constructed on the premises as well as certain facilities for the repair of boats and small craft including, but not limited to, floating berths, rest room facilities, parking facilities,

fixed pier, and one or more mobile boat hoists constitute permanent improvements in partial compliance with the requirements set forth in Section 5 of said lease. It is further understood and agreed, however, that in order that lessee be deemed to be in full compliance with its obligations to develop the leasehold premises pursuant to the lease, that lessee will commence and expeditiously pursue to completion in a manner satisfactory to Director the following specific acts:

(a) Within two (2) years of the date of execution of this Amendment, lessee shall submit to County plans and specifications for the construction of a permanent facility to house a repair shop, parts storage warehouse, and administrative offices (hereinafter together referred to as the "facility"), which plans and specifications must be satisfactory to and otherwise approved by Director and Design Control Board; and

(b) Within three (3) years from the date of execution of this Amendment, lessee shall complete the construction of said facility in a manner reasonably satisfactory to Director and in accordance with said approved plans and specifications.

It is further agreed that upon completion of the specific obligations set forth in Paragraphs (a) and (b) hereof, that lessee shall be deemed in full compliance with the obligations set forth in Paragraphs 5 and 6 of the lease.

2. It is agreed and acknowledged that Section 3 of said lease sets forth the exclusive primary uses and purposes for which the leasehold premises may be used. Additionally, it is agreed and acknowledged that certain additional related

uses have been approved for development upon said premises, which related uses are set forth in Director's letter dated January 23, 1964, to lessee's predecessor in interest, a true and correct copy of which letter is attached hereto as Exhibit "A" and is incorporated herein by reference. It is agreed that lessee may utilize said premises only for the specific purposes set forth in said Section 3 and those related uses set forth in said Exhibit "A," or for any other primary or other related use for which lessee shall hereafter apply to and receive approval of Director in accordance with established administrative procedures for approval in such additional uses.

3. It is understood and agreed that lessee's operations for the repair of boats and watercraft shall be carried on consistent with sound business practices in a manner which will afford fair and equal treatment for all boat owners, regardless of make of boat, which desire to use lessee's service facilities.

4. All terms and conditions of the lease, except as herein modified or set forth, are hereby ratified, confirmed and approved by the parties. County hereby acknowledges that, except as provided in this Amendment No. 3, the lease as amended hereby is in full force and effect as of the date of this Amendment and there is no default thereunder. County further acknowledges that all rentals and charges, including, but not limited to, fixed rentals, percentage rentals, and any and all other charges which may be payable by lessee under the lease have been paid in full as of the date of this Amendment.

5. The lease as amended hereby incorporates and constitutes the full and entire understanding and agreement of the parties hereto arising as the result of aforementioned Assignment and approval thereof by County, and any and all

prior understandings or representations not specifically set forth herein are deemed terminated or cancelled in their entirety and are otherwise of no force or effect.

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to Lease to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the lessee, CHRIS-CRAFT PACIFIC, INC., has executed this Amendment to Lease, or caused it to be duly executed, the day, month and year first above written.



COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

ATTEST:

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

By [Signature]
Deputy

(SEAL)

CHRIS-CRAFT PACIFIC, INC.

By [Signature]

By _____

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By [Signature]
Deputy

APPROVED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

DEC 23 1969

[Signature]
JAMES S. MIZE
EXECUTIVE OFFICER