

and please return
Small Craft Harbor
Administration Building
Fiji Way
Marina del Rey, Calif



NOTICE OF AMENDMENT TO LEASE

TO WHOM IT MAY CONCERN:

Please take notice that on the 14th day of June, 1966,
the County of Los Angeles, as Lessor and DEL REY RESTAURANT CORPORA-
TION, a California corporation

as Lessee of the following described parcel or parcels of land and **#4**
water situated within the Marina del Rey Small Craft Harbor of the
County of Los Angeles, State of California, hereinafter sometimes
referred to as Parcel or Parcels Number sixty-one (61)
legally described in exhibit "A" attached hereto and incorporated
herein, did enter into an agreement amending that certain indenture
of lease dated December 19, 1961.

Said original indenture and said agreement of amendment are on
file in the official files of the Clerk of the Board of Supervisors
of the County of Los Angeles.

County of Los Angeles
Department of Small Craft Harbors

STATE OF CALIFORNIA)
County of Los Angeles) ss.

By _____
Harbor Controller

On this _____ day of _____, A.D., 19____, before
me GORDON T. NESVIG, Clerk of the Board of Supervisors of the County
of Los Angeles, State of California, residing therein, duly commis-
sioned and sworn, personally appeared LEO BIALIS, known to me to be
the Harbor Controller of the Department of Small Craft Harbors of the
County of Los Angeles and the person who executed the within instru-
ment 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.

GORDON T. NESVIG, Clerk of the Board of Supervisors

By _____ Deputy

AMENDMENT NO. 4 TO LEASE FOR
PARCEL NO. 61 - MARINA DEL REY

5246
Suppl. 4

RENEGOTIATION OF RENT

THIS AMENDMENT TO LEASE made and entered into this 14th
day of June, 19 66.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, herein-
after referred to as, "County,"

AND

DEL REY RESTAURANT CORPORATION,
a California Corporation, here-
inafter referred to as,
"Lessee,"

WITNESSETH:

WHEREAS, the parties hereto or their predecessors in interest entered into a lease and agreement on December 19, 1961, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey and commonly known as Parcel No. 61; and,

WHEREAS, Section 15 of said lease provides that the square foot and percentage rentals set forth therein shall apply and be in effect for the first five (5) years of the term thereof and at the end of said five (5) year period the said rentals shall be readjusted in accordance with the standards of fair market value; and,

WHEREAS, said Section 15 further provides that such readjustment shall be accomplished by agreement of the parties and in the event such agreement cannot be reached the readjustment shall be determined by a board of three (3) real estate appraisers in the manner set forth at length in said Section 15; and,

WHEREAS, the parties hereto have arrived at an agreement upon the readjustment of said rents without the necessity of arbitration by real estate appraisers;

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

1. The fourth paragraph of Section 13 of the aforesaid lease is hereby deleted and the following substituted therefor:

"The adjusted annual rental for the whole of the premises herein demised shall be \$15,090 per year for both land and water."

2. Section 14 of said lease and agreement is hereby deleted and the following substituted therefor:

"The square foot rental agreed upon in Section 13 is a minimum rental, payable in lawful money of the United States. The money received as square foot rental for any calendar month shall be applied to the payment of the percentage rental for said calendar month as provided for in this Section 14.

"Within fifteen (15) days after the close of each and every calendar month of the term hereof, Lessee shall pay to County a sum in like money, less the amount of the monthly installment of annual square foot rental previously paid for said calendar month under Section 13, equal to the total of the following for said previous calendar month:

"(a) TWENTY Per Cent (20%) of gross receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers or storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants;

"(b) Not applicable;

"(c) Not applicable;

"(d) Not applicable;

"(e) Not applicable;

"(f) Not applicable;

"(g) Not applicable;

"(h) TWENTY-FIVE Per Cent (25%) of any commissions or other compensation paid to Lessee for the right to install coin-operated vending or service machines or devices, including pay telephones, or FIVE Per Cent (5%) of the gross receipts of any such coin-operated machines or devices owned, rented, or leased by Lessee or his sublessee;

"(i) Not applicable;

"(j) THREE Per Cent (3%) of gross receipts from the operation of food service facilities, including bar or cocktail lounge in conjunction with restaurant or similar facility when food service is the primary purpose;

"(k) Not applicable;

"(l) Not applicable;

"(m) Not applicable;

"(n) TWENTY Per Cent (20%) of gross receipts from parking fees;

"(o) Not applicable;

"(p) Not applicable;

"(q) Not applicable;

"(r) Not applicable;

"(s) Not applicable;

"(t) THREE Per Cent (3%) of gross receipts from the sale of miscellaneous goods and services, except those gross receipts required or authorized to be reported under other subsections hereinbefore;

"(u) FIVE Per Cent (5%) of gross receipts from any and all other activities approved by Director which are not provided for in the preceding subparagraphs.

"If the total of the percentage rentals agreed to be paid by Lessee, when computed on an annual basis for any calendar year, is less than the sum of all rental payments actually made by Lessee for said calendar year, Lessee shall be allowed credit for any amount by which the payments actually made exceed the greater of (1) the sum of the square foot rentals for the calendar year, or (2) the sum of percentage rentals agreed to be paid, computed on an annual basis for the calendar year.

"If any of the items, services, goods or facilities mentioned in subparagraphs (a) through (r) of this paragraph be provided by Lessee or its sublessees, assignees, licensees, concessionaires or permittees, without the usual charges therefor according to the price list or schedule provided for in Section 16, or if said usual charge be not collected in full, the proper amount thereof shall nevertheless be included in the gross receipts reported by Lessee and its sublessees, assignees, licensees, concessionaires and permittees, and the applicable percentage thereof paid to County."

3. County and Lessee hereby acknowledge that the rentals provided for by this amendment constitute the fair market rental value of the leasehold interest created by this lease and agreement as of the effective date of this amendment. Lessee and County further waive any and all rights they may have to determination of said fair market rental value by a board of real estate appraisers as set forth in paragraphs 2, 3, and 4 of Section 15 of this lease.

4. This amendment shall be effective on May 10, 1966.

5. Every other term and condition contained in said lease and agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this lease to be subscribed by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed the same the day and year first hereinabove written.

Dated June 1, 1966.

DEL REY RESTAURANT CORPORATION

By David A. Fairchild Jr. Pres.

By David Ferris Sec.

By _____

(SEAL)

ATTEST:

GORDON T. NESVIG, Clerk of
the Board of Supervisors

By Madeline J. Han
Deputy

APPROVED AS TO FORM:

HAROLD W. KENNEDY,
County Counsel

By Gene A. Johnson
Deputy

THE COUNTY OF LOS ANGELES

By Robert W. Chag
Chairman, Board of Supervisors

STATE OF CALIFORNIA } ss.
County of Los Angeles

On this 14th day of June, A. D., 1966, before me GORDON T. NESVIG, Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

BURTON W. CHACE

, known to me to be the Chairman of 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.

GORDON T. NESVIG, Clerk of the Board of Supervisors

By [Signature]

Deputy

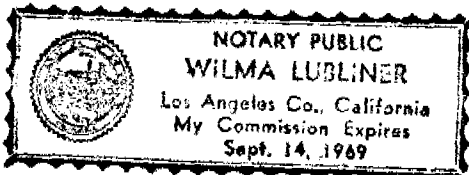
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

} ss.

ON June 1, 19 66
before me, the undersigned, a Notary Public in and for said State, personally appeared David C. Tallichet, Jr., President; David Perrin, Secretary; Del Rey Restaurant Corporation

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Wilma Lubliner

NAME (TYPED OR PRINTED)
Notary Public in and for said State.