

5246-510

**AMENDMENT NO. 10 TO LEASE NO. 5246
PARCEL NO. 61 - MARINA DEL REY SMALL CRAFT HARBOR**

THIS AMENDMENT TO LEASE is made and entered into this 15th day of October, 1996 (the "Effective Date"),

BY AND BETWEEN

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

AND

DEY REY RESTAURANT CORPORATION, a
California corporation, hereinafter referred
to as "LESSEE".

W I T N E S S E T H

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 5246 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, commonly known as Parcel 61, 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 of said Lease provides that as of May 10, 1996 and every tenth (10th) year thereafter (the "Rental Adjustment Date"), the square foot rental and all categories of percentage 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 such readjustments shall be accomplished by agreement of the parties and in the event such agreement cannot be reached, the readjustments shall be settled by binding arbitration in the manner set forth

at length in said Section 15; and

WHEREAS, Section 26 of the Lease provides that the amounts of casualty insurance required by said section shall be subject to renegotiation at the same time and in the same manner as the amounts of rent to be adjusted under the Lease; and

WHEREAS, the parties hereto have reached agreement with respect to the adjusted square foot rental and the amounts of casualty insurance which are to apply for the ten (10) year period commencing on May 10, 1996 (the "1996 Rental Adjustment Date"); and

WHEREAS, the parties hereto have determined that no adjustments to the percentage rental rates shall be made as of the 1996 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 1996 Rental Adjustment Date, the first paragraph of Section 12 (SQUARE FOOT RENTAL) is deemed amended to read as follows:

"As of May 10, 1996, the annual square foot rental for the whole of the premises herein demised shall be \$72,106.00. The annual square foot rental shall be readjusted on May 1 of every third year thereafter (the "Square Foot Adjustment Date"). On the 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.

4. Indemnity Clause and Casualty Insurance. Commencing as of the Effective Date, the second paragraph of Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of said Lease is deemed deleted and the following substituted therefor:

"Lessee shall maintain in full force and effect during the term of this lease, comprehensive general liability insurance with bodily injury and property damage liability limits of not less than \$1,000,000 per occurrence or not less than \$3,000,000 in general aggregate form with \$1,000,000 per occurrence. The County and the Board of Supervisors, its officers, agents and employees shall be named as additional insureds under such liability insurance policy or policies."

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

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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 Clerk thereof, and the Lessee has executed the same the day and year first hereinafter written.

Dated: October 15, 1996

LESSEE:

DEL REY RESTAURANT CORPORATION,
a California Corporation

By: *Doreen Paulich*

ATTEST:

COUNTY OF LOS ANGELES:

Jannette M. Smith
Executive Officer-Clerk of the
Board of Supervisors

By: *Mike Antonovich*
Chair, Board of Supervisors



APPROVED AS TO FORM:

DeWitt W. Clinton,
County Counsel

By: *Richard Wilson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14

OCT 15 1996

Joanne Sturge
JOANNE STURGES
EXECUTIVE OFFICER