SECOND AMENDMENT TO THE AMENDED
AND RESTATED LEASE (HOTEL PARCEL),
NO. 55623, PARCEL 125R MARINA DEL REY
SMALL CRAFT HARBOR

This Second Amendment is made by and between J. H. SNYDER COMPANY, A California Limited Partnership ("Snyder"), and the COUNTY OF LOS ANGELES ("County"), who agree as follows:

1. Snyder is the current lessee as successor by assignment to the interest of MDP, LTD., a California corporation ("MDP"), the signatory lessee, under that certain Amended and Restated Lease (Hotel Parcel), No. 55623, dated November 7, 1986, by and between County, as lessor, and MDP as lessee, as first amended effective December 8, 1986 (collectively, the "Hotel Parcel Lease"). The Hotel Parcel Lease affects the property described in Exhibit F (the "Hotel Parcel") attached to that certain "First Amendment to the Amended and Restated Lease (Improved Parcel), No. 55624, and the Amended and Restated Lease (Hotel Parcel), No. 55623, Parcel 125R Marina Del Rey Small Craft Harbor," dated as of December 8, 1986 (the "First Amendment"). The Hotel Parcel is also described in Exhibit 1 attached hereto and incorporated herein.
2. A Memorandum of the Hotel Parcel Lease was recorded in the office of the Los Angeles County Recorder on December 2, 1986, as Instrument No. 86-1664633, Los Angeles County Official Records. The First Amendment was recorded in the office of the Los Angeles County Recorder on December 9, 1986, as Instrument No. 86-1703714, Los Angeles County Official Records. A Memorandum of the instrument by which Snyder became Lessee was recorded on December 9, 1986, as Instrument No. 86-1703720, Los Angeles County Official Records.

3. The legal descriptions in the Hotel Parcel Lease are hereby amended such that the word "and" in the first line of the legal descriptions for both the Improved Parcel (contained in Exhibit E to the First Amendment) and for the Overall Property (contained in Exhibit D to the First Amendment) is changed to the word "to." References in the Hotel Parcel Lease to the Overall Property and to the Improved Parcel shall be to the legal descriptions as so modified.


Snyder:

J. H. SNYDER COMPANY, A California Limited Partnership

By

JEROME H. SNYDER,
General Partner

By

LEWIS P. GEYSER,
General Partner

By

MILTON SWIMMER,
General Partner

- AND -

1634e -2- 150587 JRJ
APPROVED AS TO FORM:

RUDIN RICHMAN & APPEL

By RAYMOND S. KAPLAN

COUNTY:

COUNTY OF LOS ANGELES

By TED REED, Director
Department of Beaches and Harbors

APPROVED AS TO FORM:

DeWITT CLINTON
County Counsel

By

McDONOUGH, HOLLAND & ALLEN
A Professional Corporation

By JEFFREY R. JONES
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On this 27th day of May, in the year 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared JEROME H. SNYDER, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as General Partner of J.H. SNYDER COMPANY, the limited partnership therein named, and acknowledged that he executed it.

WITNESS my hand and official seal.

[Seal]
Barbara M. Craft
Notary Public in and for said State

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On this 27th day of May, in the year 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared LEWIS P. GEYSER, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as General Partner of J.H. SNYDER COMPANY, the limited partnership therein named, and acknowledged that he executed it.

WITNESS my hand and official seal.

[Seal]
Barbara M. Craft
Notary Public in and for said State
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On this 27th day of May, in the year 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared MILTON I. SWIMMER, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as General Partner of J.H. SNYDER COMPANY, the limited partnership therein named, and acknowledged that he executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
Barbara M. Craft
Notary Public in and for said State

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On this 4th day of June, in the year 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared TED REED, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Director, Department of Beaches and Harbors for the COUNTY OF LOS ANGELES, and acknowledged that he executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
Shirley Ravaud
Notary Public in and for said State
SECOND AMENDMENT TO THE SECOND AMENDED
AND RESTATED LEASE (IMPROVED PARCEL) NO. 55624
PARCEL 125R - MARINA DEL REY

THIS AMENDMENT TO LEASE (the "Amendment") is made and
entered into this first day of August, 1992 (the "Effective
Date"),

BY AND BETWEEN COUNTY OF LOS ANGELES, herein-after
referred to as "County,

AND MARINA CITY CLUB, L.P. fka
J. H. SNYDER CO., A California
Limited Partnership, hereinafter
referred to as "Lessee"

W I T N E S S E T H:

WHEREAS, the parties have entered into Lease No. 55624.
as amended by the first amendment thereto (collectively, the
"Lease"), under the terms of which County leased to the Lessee
real property located in the Marina del Rey Small Craft
Harbor, County of Los Angeles, State of California, known as
Parcel 125R (Improved Parcel) (the "Premises"), and the
Lessee uses the Premises for various uses, among which is a
commercial recreation, social and dining club use known as
the Marina City Club (the "Club"); and

WHEREAS, the Club's dues are currently subject to a 15%
percentage rent rate under the terms of the Lease, that is
also applicable to the Club's initiation fees and
assessments; and

WHEREAS, this rate is to be reset on July 30, 1993, in
accordance with a rent readjustment process prescribed in the
Lease; and
WHEREAS, the parties have agreed that in view of consistent operating losses from the Club, it would be appropriate to reset this rate pursuant to this rent readjustment process for an earlier date than scheduled for the Club's dues and initiation fees; and

WHEREAS, agreement has now been reached on a new rate of 6% for the Club's dues and initiation fees and the date for its commencement;

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

1. Percentage Rent.

1.01. Club Dues and Initiation Fees.
Notwithstanding subsection 5.08.D(13) of the Lease, or any other provision of the Lease that may be inconsistent with the percentage rent set forth in this paragraph of the Amendment, the Lessee shall pay percentage rent on the Club's dues and initiation fees at the rate of 6%.

1.02. Effective Date. Notwithstanding subsection 5.10.A. of the Lease, or any other provision of the Lease that may be inconsistent with the date set forth in this paragraph of the Amendment, the first date for payment of the new percentage rent on the Club's dues and initiation fees shall be August 1, 1992.

1.03. Renegotiation Date. Notwithstanding subsection 5.10.A. of the Lease, or any other provision of the Lease that may be inconsistent with the date set forth in this paragraph of the Amendment, the next "Renegotiation Date", as that term is defined in the Lease, to reset the
percentage rent rate on the Club's dues and initiation fees shall be July 30, 2003.

2. Miscellaneous.

2.01 Reaffirmation. 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 acknowledges their respective obligations under the Lease as amended hereby.

MARINA CITY CLUB, L.P., f/k/a J. H. SNYDER COMPANY, A California Limited Partnership

By

J. H. Snyder
General Partner

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk of the Board of Supervisors

By

Deputy

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By

Deputy

THE COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

57 SEP 15 1992

LARRY J. MONTEILH
EXECUTIVE OFFICER

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