

AMENDMENT NO. 3 TO LEASE NO. 12450
PARCEL NOS. 131 AND 133 - MARINA DEL REY

12450
SUPPLEMENT 3

THIS AMENDMENT TO LEASE made and entered into this 8th
day of December, 1970,

BY AND BETWEEN

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

AND

COMMODORE CLUB, INC., hereinafter
referred to as "Lessee",

#3

WITNESSETH:

WHEREAS, on August 8, 1967, the Lessee and County entered into this Lease No. 12450 under the terms of which Lessee leased from County that certain real property in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcels 131R and 133, which leasehold premises are more particularly and legally described in Exhibit "A" attached to said Lease No. 12450; and

WHEREAS, the total area of said leasehold premises is 208,044 square feet, which leasehold area has been fully developed principally with three restaurants and an office building; and

WHEREAS, to facilitate the orderly administration of and to accommodate the established uses on said leasehold premises, and to enable the assignment of certain portions of the leasehold, it is the desire of the parties to divide the leasehold into three separate leasehold estates; and

WHEREAS, to effectuate such division, it is necessary to delete 72,057 square feet from this leasehold which deleted area shall hereafter be known as Parcel 130, Marina del Rey, and additionally to delete 38,486 square feet from this leasehold which deleted area shall hereafter be known as Parcel 131S, Marina del Rey, each of which new parcels shall, concurrently with the execution of this Amendment No. 3, become subject to separate lease agreements between the parties hereto which shall have terms and conditions substantially the same as this Lease No. 12450; and

WHEREAS, that portion of the leasehold estate remaining subject to this Lease No. 12450 constituting a total of 97,501 square feet shall hereafter be known as Parcel 133, Marina del Rey; and

WHEREAS, this Lease No. 12450 has been in effect for over five (5) years and the division of the leasehold has been found otherwise to be in conformance with the requirements of Policy Statement No. 4 entitled "Policy Governing Division of Existing Leaseholds into Smaller Leaseholds," issued by the Department on October 19, 1962; and

WHEREAS, County has determined that special and unique circumstances exist justifying the division of said leasehold premises; and

WHEREAS, in order that said Lease No. 12450 be so divided, it is necessary to amend Sections 3, 7 and 12 of this Lease;

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

1. The total area under Lease No. 12450 is reduced by 110,543 square feet, which area is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

2. The total area remaining under Lease No. 12450 is 97,501 square feet, to be known as Parcel 133, and is legally described in Exhibit "A" attached hereto and incorporated herein by reference.

3. Section 3 (Purpose or Use of Property) is hereby deleted and the following substituted therefor:

"The leased premises shall be used only and exclusively for an office building and/or a restaurant, and such other related uses and purposes incidental thereto as are specifically approved and for no other purposes whatsoever without the written approval of County; the uses and purposes above listed are set forth to define the maximum contemplated scope of permissible uses and purposes, and their enumeration is not intended to be authorization for any specific use or purpose.

"Lessee shall conform to and abide by all rules and regulations relating to the operations herein authorized and shall be subject at all times to applicable rules, regulations, resolutions, ordinances and statutes of the County of Los Angeles, State of California, the Federal Government, and all other governmental agencies where applicable; and where permits are required for such operations the same must be first had and obtained from the regulatory body having jurisdiction thereof before such operation is undertaken."

4. Section 7 (Rental Payment Security) is hereby deleted and the following substituted therefor:

"County hereby acknowledges receipt from Lessee of the sum of TWO THOUSAND SEVEN HUNDRED THIRTY AND 02/100 DOLLARS (\$2,730.02). This sum shall be retained by County as a security deposit to cover delinquent rent and any other financial obligations of the lessee under this lease, and shall be so applied at the discretion of County.

"In the event all or any part of said sum so deposited is applied against any rent or other financial obligations of lessee due and unpaid, the lessee shall immediately reimburse the County an amount equal to that portion of the security deposit applied by County so that at all times during the life of this lease said full security deposit shall be maintained with County. Failure to maintain the full amount of said security deposit may constitute an event of default as provided for in Section 21. Upon forfeiture or termination of this lease, any portion of said deposit due the lessee shall be returned.

"At any time subsequent to the first five (5) years of the term of this lease, lessee may substitute for said cash security deposit a corporate surety bond issued by a surety company licensed to transact business

in the State of California, or such other bond or written undertaking satisfactory to County, in an amount equal to said deposit."

5. The second paragraph of Section 12 (Square Foot and Holding Rentals) is hereby deleted and the following substituted therefor:

"The annual rental for the whole of the demised premises shall be eleven and 2/10 cents (\$0.112) per square foot as to 97,501 square feet of land area, or the total of TEN THOUSAND NINE HUNDRED TWENTY AND 11/100 DOLLARS (\$10,920.11)."

6. The effective date of this Amendment to Lease shall be on the first day of December, 1970.

7. All other terms and conditions contained in said lease and amendments thereto shall remain in full force and effect and are hereby ratified and reaffirmed.

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



(SEAL)

ATTEST:

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

By *Myra Glenn*
Deputy

APPROVED AS TO FORM:

JOHN D. MAHARG
County Counsel

By *John D. Maharg*
Deputy

COMMODORE CLUB, INC.

By *Raymond A. ...*
President

By *Ernest ...*
Secretary

THE COUNTY OF LOS ANGELES

By *Walter ...*
Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

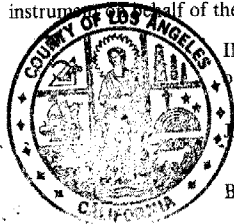
STATE OF CALIFORNIA
County of Los Angeles

ss

On this 8th day of December, A.D., 19 70, before me JAMES S. MIZE, Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

WARREN M. DORN

, known to me to be the Chairman of the 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.

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

By Myra Glenn

Deputy

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STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

ON November 17, 19 70, before me, the undersigned, a Notary Public in and for the said State, personally appeared Lloyd W. Taber, known to me to be the President, and Erwin H. Karz, known to me to be the Secretary of Commodore Club, Inc. the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State.

EXHIBIT

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 133

Parcels 655 to 659 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 a right of way for sanitary sewer and harbor utility purposes over that portion thereof designated on said map as an easement to be reserved by said county for such purposes.

DESCRIPTION APPROVED
July 12, 1967
JOHN A. LAMBIE
County Engineer

By *Edgar J. Santilli* Deputy

LEGAL DESCRIPTION

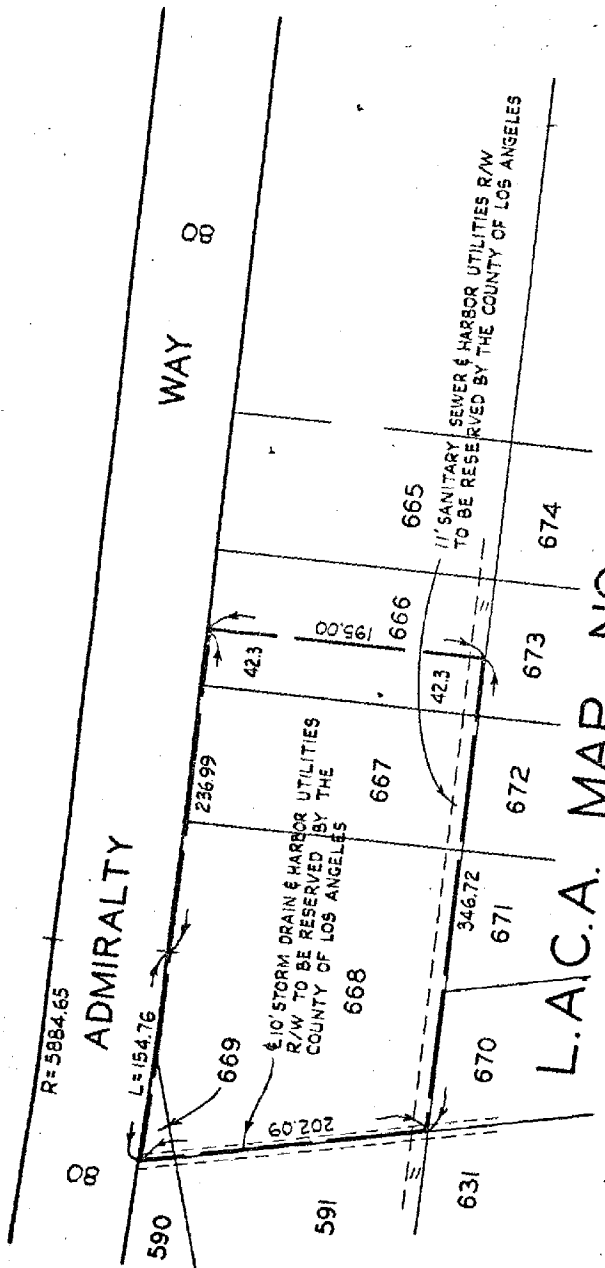
Marina Del Rey
Lease Parcel No. 130

Parcels 667, 668 and 669, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County, and the westerly 42.3 feet of Parcel 666, in said County, as shown on said map.

Reserving and excepting unto the County of Los Angeles rights of way for storm drain, sanitary sewer and harbor utility purposes in and across those portions thereof designated on said map as easements to be reserved by said County for such purposes.

DESCRIPTION APPROVED
October 22, 1970
JOHN A. LAMBIE
County Engineer

By Charles J. Roberts Deputy



L.A.C.A. MAP NO. 88
 A.M.B. 1 - 53 - 70

MARINA DEL REY
 BOUNDARY OF LEASE PARCEL 12
 1970
 OCTOBER
 AREA: 72,057^{sq}ft = 1.654 AC.

SCALE: 1" = 100'

LEGAL DESCRIPTION

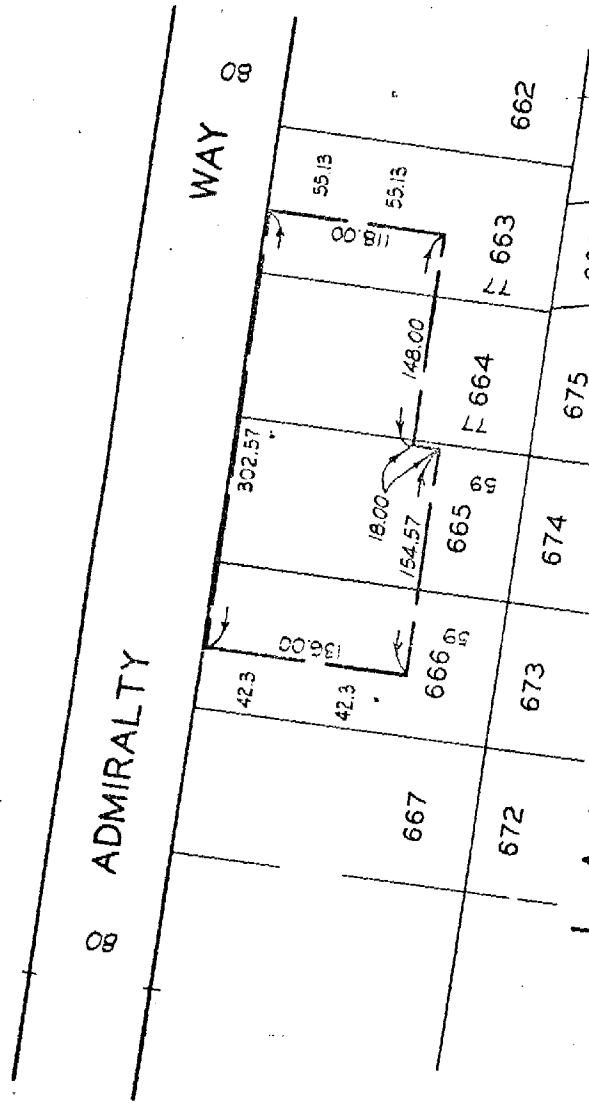
Marina Del Rey
Lease Parcel No. 131S

Those portions of Parcels 663 to 666 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the westerly line of the easterly 55.13 feet of said Parcel 663 with the northerly line of said last mentioned parcel; thence westerly along the northerly lines of said Parcels 663 to 666 inclusive 302.57 feet to the easterly line of the westerly 42.3 feet of said Parcel 666; thence southerly along said easterly line 136.00 feet to a line parallel with and 59 feet northerly, measured at right angles, from the southerly line of said last mentioned parcel; thence easterly along said parallel line 154.57 feet; thence northerly at right angles from said parallel line 18.00 feet to a line parallel with and 77 feet northerly, measured at right angles, from the southerly line of said Parcel 664; thence easterly along said last mentioned parallel line 148.00 feet to said westerly line; thence northerly along said westerly line 118.00 feet to the point of beginning.

DESCRIPTION APPROVED
October 22, 1970
JOHN A. LAMBIE
County Engineer

By Wm. J. Kubatki Deputy



ADMIRALTY

WAY

L.A.C.A. MAP NO. 88
 A.M.B. 1 - 53 - 70

MARINA DEL REY

BOUNDARY OF LEASE PARCEL 1315
 OCTOBER 1970

SCALE: 1" = 100'

AREA: 38,486^{sq} = 0.884 AC.