AMENDMENT NO. 17 TO LEASE NO. 6734
PARCEL NO. 44U - MARINA DEL REY

THIS AMENDMENT TO LEASE ("Amendment") is made and entered into as of __________, 2015.

BY AND BETWEEN COUNTY OF LOS ANGELES,
hereinafter referred to as "County"

AND PACIFIC MARINA VENTURE, LLC,
hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, on the fourth day of April, 1963, the parties hereto, or their predecessors in interest, entered into Lease No. 6734, 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 44U, 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, the parties desire to terminate the Lease as to a portion, but not all, of the Premises;

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

1. The Lease is hereby terminated with respect to that portion of the Premises described on Exhibit "A" attached hereto and incorporated herein (the "Removed Property"), and the Premises shall no longer include the Removed Property. Exhibit "A" attached to the Lease is hereby amended to delete from such Exhibit "A" that portion of the Premises described on Exhibit "A" attached to this Amendment.
2. Nothing in this Agreement shall in any way affect any rights, obligations or liabilities of County or Lessee under the Lease with respect to the Removed Property that are to survive the termination of the Lease pursuant to the terms thereof or that arise out of any events that occurred during the term of the Lease, and each of County and Lessee hereby reserves any and all such rights. Notwithstanding the foregoing, County shall not require Lessee to remove any works, structures or other improvements from the Removed Property, and County hereby waives any provisions of the Lease that would otherwise permit County to compel Lessee to do so. The ownership of all improvements located on the Removed Property inures to County as of the date of this Amendment.

3. 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 re-acknowledges their respective obligations under the Lease as amended hereby.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, authorized this Amendment to Lease to be subscribed by the Director of the Department of Beaches and Harbors, and the Lessee has executed the same.

LESSEE: PACIFIC MARINA VENTURE, LLC

By: 

Name: Michael Pashaie
Its: Manager

By: 

Name: David Taban
Its: Manager

COUNTY: COUNTY OF LOS ANGELES

By: 

Gary Jones, Director of Department of Beaches & Harbors

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By: 

Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: 

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, authorized this Amendment to Lease to be subscribed by the Director of the Department of Beaches and Harbors, and the Lessee has executed the same.

LESSEE: PACIFIC MARINA VENTURE, LLC

By: 
Name: MICHAEL PASHAIE 
Its: MANAGER

By: 
Name: DAVID TABAN 
Its: MANAGER

COUNTY: COUNTY OF LOS ANGELES

By: Gary Jones, Director of Department of Beaches & Harbors

APPROVED AS TO FORM:

MARY C. WICKHAM 
Interim County Counsel

By: 
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: 

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, authorized this Amendment to Lease to be subscribed by the Director of the Department of Beaches and Harbors, and the Lessee has executed the same.

LESSEE:
PACIFIC MARINA VENTURE, LLC

By:  
Name:  
Its:  

By:  
Name:  
Its:  

COUNTY:

COUNTY OF LOS ANGELES

By:  

Gary Jones, Director of Department of Beaches & Harbors

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By:  
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By:  

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On December 15, 2015 before me, [Signature] of [Title]
Name(s) of Signer(s)

personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On Dec. 14, 2015 before me, [Signature] of [Title]
Name(s) of Signer(s)

personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1199

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ____________________________

On _______________ before me, ____________________________

personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

Signature of Notary Public

Place Notary Seal Above
ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On October 17, 2015, before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of
Los Angeles, personally appeared Kerry Silverstrom

who proved to me on the basis of satisfactory evidence to be the

person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By
Deputy County Clerk

(Seal)

THIS ACKNOWLEDGEMENT IS ATTACHED
TO THE FOLLOWING DOCUMENT:

Title of document: Amendment No. 17 to Lease No. 6734 (Parcel 44)

Number of pages - Five (5)

Date of document – October 2015
EXHIBIT A
Description of Removed Property

PARCEL NO. 45W (Water portion of Lease Parcel No. 44U):

All those portions of Parcels 753, 755, 757, 759 and 761, 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 Registrar-Recorder/County Clerk of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of the northwesterly prolongation of the northeasterly line of Parcel 773 of said Assessor's Map No. 88 with the southeasterly line of said Parcel 753; thence southwesterly along the southeasterly lines of said Parcels 753, 755, 757, 759 and 761, a distance of 544.46 feet to a line parallel with and 100 feet southwesterly, measured at right angles, from the southwesterly line of said Parcel 759; thence northwesterly along said parallel line, a distance of 200.00 feet to the northwesterly line of said Parcel 761; thence northeasterly along the northwesterly lines of said Parcels 761, 759, 757, 755 and 753, a distance of 544.46 feet to said northwesterly prolongation; thence southeasterly along said northwesterly prolongation, a distance of 200.00 feet to the point of beginning.

Containing: 2.500± acres.