5574 SUPPLEMENT 7

AMENDMENT NO. 7 TO LEASE NO. 5574
PARCEL NO. 10R - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 8th day of

January, 1979,
BY AND BETWEEN

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

AND

NEPTUNE MARINA, a limited partnership hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, on the 4th day of May , 1962, the parties hereto or their predecessors in interest have entered into a lease under which Lessee leased from County that certain real property in the Marina del Rey Small Craft Harbor commonly known and referred to as Parcel No. 10R; and

WHEREAS, said lease contains provisions whereby Lessee is obligated to pay County as rent for the demised premises an amount equal to the sum of certain prescribed percentages of the gross receipts from various commercial activities conducted upon said premises; and

WHEREAS, from time to time Lessee may be willing to rent one or more small craft berths to a commercial entity which does not maintain offices on Lessee's premises thereby rendering difficult Lessee's obligation to account for said tenant's gross receipts and guarantee to County the payment of appropriate percentage rents thereon; and

WHEREAS, County is willing to assume responsibility for the collection of said percentage rents in such instances;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is hereby agreed as follows:

1. <u>SECTION 22</u> (SUBLEASES, ASSIGNMENTS, AND SUCCESSORS) of this lease as heretofore amended, is hereby further amended by adding the following new sentence at the end of the first paragraph thereof:

"A sublease of one or more small craft berths for use in connection with a commercial activity, entered into with a sublessee which does not maintain a business office within Marina del Rey Small Craft Harbor, may provide for the reporting of gross receipts and the payment of percentage rents incident thereto pursuant to the provisions of Section 13 directly to County by said sublessee and, upon approval thereof by Director, Lessee shall be excused from the performance of obligations incident to said reporting and payments as prescribed by said Section 13."

- 2. The effective date of this amendment shall be the fifteenth day of June, 1978.
- 3. Any and all other terms and conditions contained in said lease shall remain in full force and effect and are hereby reaffirmed.

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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 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.

> NEPTUNE MARINA, a limited partnership

ATTEST:

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

Deputy

THE COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

JOHN H. LARSON County Counsel

Chairman, Board of Supervisors

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| STATE OF CALIFORNIA County of Los Angeles On this day of Clerk of the Board of Sappsworn, personally appeared | ss January , A.D., 19 79 , before me JAMES S. MIZ rivisors of the county of Los Angeles, State of California, residing therein | |
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| The second of th | K. HARN | , known |
| instrument on behalf of the | of the Board of Supervisors of the County of Los Angeles and the person of County therein named, and acknowledged to me that such County exects WITNESS WHEREOF, I have hereunto set my hand and affixed my off whis certificate first above written. MES S-MIZE, Executive Officer—Clerk of the Board of Supervisors | uted the same. |
| DCD 22 | | Deputy |