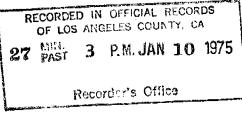
RECORDING REQUESTED BY AND TO		Lease #65/3 Sup. #7 App. 11/12/74
Small Craft Harbors Fiji Way Marina del Rey, California	3280	BK M4 890Pc 606
<u>N</u>	OTICE OF AMENDMENT TO LEASE	t. 608
TO WHOM IT MAY CONCERN:		EDEE 3 61
Please take notice that	on the <u>22nd</u> day of <u>Nover</u>	<u>nber</u> , 19 <u>74</u> , the
County of Los Angeles, as Les	sor and <u>Rosswall</u> , Inc., a (California corporation
	escribed parcel or parcels of la	
of California, previously ret	ferred to as Parcel (s) Number _	>
now known as Parcel (s) Numbe	er, legally	described in exhibit
"A" attached hereto and incorporated herein, did enter into an agreement amending		
that certain indenture of lea	ase datedFebruary 11, 1963	3
Said original indenture and s	said agreement of amendment are	on file in the official
files of the Executive Office	er, Board of Supervisors of the	County of Los Angeles.



County of Los Angeles Department) of Small Craft Harbors

Leø Bialis, Chief, Lease & Finance Division

Thomasta

STATE OF CALIFORNIA)) County of Los Angeles) ss.

On this <u>Builday of <u>Mechanic</u></u>, A.D., 1974, before me JAMES S. MIZE, Executive Officer and Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared LEO BIALIS, known to me to be the Chief, Lease and Finance Division of the Department of Small Craft Harbors 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 officia seal the day and year of this certificate first above written.

JAMES S. MIZE, Executive Officer and Clerk
of the Board of Supervisors of the County
of Los Angeles
By Callenne Quema
By Calpenne Querman



AMENDMENT NO. 7 TO LEASE FOR NO. 6573 PARCEL NO. 27R - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 3300 day of 7300, 19 74,

BY AND BETWEEN

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

AND

ROSSWALL, INC., a California

Corporation

hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, the parties hereto or their predecessors in interest have, on the <u>llth</u> day of <u>February</u>, 19<u>63</u>, entered into a lease under which Lessee leased from County that certain real property in the Marina del Rey Small Craft Harbor known as Parcel No. 27R; and

WHEREAS, the lease contains various sections which the Lessee and Lessor agree should be clarified;

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

 Section 11 (GROSS RECEIPTS) of said lease is amended by deleting the words "or elsewhere" in the ninth line of the first paragraph.

2. Section 11 (GROSS RECEIPTS) of said lease is further amended by deleting the last paragraph of said section and substituting the following therefor:

"The Director, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of the Lessee, Auditor-Controller and County Counsel, may further interpret the term 'gross receipts' as used in this lease." 3. Section 13 (PERCENTAGE RENTALS) of said lease is amended by deleting the last sentence of the first paragraph of said section and substituting the following therefor:

"The Director, by policy statement and with the approval of the Lessee, Auditor-Controller and County Counsel, may further interpret the percentage categories as set forth in this Section 13, with such determination and interpretation to be a guideline in determining the appropriate categories."

4. Section 13 (PERCENTAGE RENTALS) of said lease is further amended by deleting the phrase "and as further defined in Policy Statement No. 21 issued by Director" from Subsections (f), (g) and (s) of said Section.

5. Section 13 (PERCENTAGE RENTALS) of said lease is further amended by deleting the last paragraph of said section and substituting the following therefor:

"Furthermore, where the Director and the Lessee and/or sublessee find that a percentage of gross receipts is not suitable or applicable for a particular activity not otherwise provided for herein, the Director may establish a minimum monthly rental or fee for that activity. Said rental or fee shall be set by the mutual consent of Director and Lessee and shall be reasonable in accordance with the revenue generated by the Lessee and/or sublessee."

6. Section 22 (SUBLEASES, ASSIGNMENTS, TRUST DEED BENEFICI-ARIES, MORTGAGES AND SUCCESSORS) of said lease is amended by adding the following sentence to the end of the first paragraph of Subsection C (Assignments) of said section:

"Said consent will not be unreasonably withheld."

7. The effective date of this amendment shall be the first day of the month following execution by the Chairman of the Board of Supervisors.

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8. Any and all other terms and conditions contained in said lease shall remain in full force and effect and are hereby 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.

ATTEST:

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JAMES S. MIZE, Executive-Officer-Clerk of the Board of Supervisors Bv Deputy APPROVED AS TO FORM: COUNTY OF LOS ANGELES JOHN H. LARSON County Counsel By Chairman, Board of Supervisors By <u>Robert W.</u> Rodolf

Deputy

FN BOARD OF SUPERVIOUS COUNTY OF LOS ARGELIS 1 102 NOV 12 1973 Anna 6. Daine INDUS S. MICE EXECUTIVE OFFICER

STATE OF CALIFORNIA County of Los Angeles

SS

On this 22nd day of <u>Monumatic</u>, A.D., 1974, before me JAMES S. MIZE, Executive Officer – Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

K. HAHN

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.

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

Deputy

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